CONTRACT FILES

AMENDMENT OF SOLICITA	TION/MODIFICATION	OF CONTRACT		1. CONTRACT		PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE 4. REQUISITION/PURC			M - FPAF	i	1 of 8
P00040	28 JUN 2009	SEE SCHED		A NEC.NO.	5. PROJE	CT NO. (If applicable)
6. IŞSUED BY AŞC/ENVK CODE	FA8623	7. ADMINISTERED	SY (If o	her than Item 6)	CO	DE FA8631
USAF/AFMC AERONAUTICAL SYSTEMS CENTER BL 1801 10TH STREET SUITE 2 WRIGHT-PATTERSON AFB OH 45433-76 GAIL M. PORUMB (937) 656-4395 X40 GAIL.PORUMB@WPAFB.AF.MIL	526	AF PLANT 42 ASC/DET 1 (AFN 2503 EAST AVE PALMDALE CAS	NUE I	-2196		<u> </u>
The state of the s						
8. NAME AND ADDRESS OF CONTRACTOR (No., st	reet, county. State and ZIP Code	91	(X)	BA. AMENDMENT O	E POV IOITA	TOU NO
PYRAMID SERVICES, INC				BY: VACABMENT O	r SOLICITAT	HON NO.
115 SOUTH FLORIDA AVE ALAMOGORDO NM 88310	MA	VILING DATE	,	98. DATED (SEE ITE	EM 11)	
(505) 434-0239		DATE				
,	Etris	10		10A. MODIFICATION		ACT/ORDER NO.
·	NOON	2 8 2002	X	F33657-99 10B. DATED (SEE ITI		
CODE OTLA5	FACILITY CODE			28 APR 200	•	
11. THIS I	TEM ONLY APPLIES TO	AMENDMENTS (OF SC			
The above numbered solicitation is amended as as					is extended,	is not extended.
Offers must acknowledge receipt of this amendment pri		· ·		3 1		
(a) By completing Items 8 and 15, and returning submitted; or (c) By separate letter or telegram which RECEIVED AT THE PLACE DESIGNATED FOR THE FI by virtue of this amendment you desire to change and to the solicitation and this amendment, and is received a	copies of the amendment; includes a reference to the solici RECEIPT OF OFFERS PRIOR T offer already submitted, such cha prior to the opening hour and dat	(b) By acknowledging r talion and amendment O THE HOUR AND DA	eceipt o	of this amendment on early. FAILURE OF YOU	ach copy of the	LEDGMENT TO BE
12. ACCOUNTING AND APPROPRIATION DATA (IF SEE SCHEDULE	required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATION OF CONTRACTS/ORDERS.						
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURS 10A.	•			4 ARE MADE IN THE C		
B. THE ABOVE NUMBERED CONTRACTION appropriation data, etc.) SET FORTH IN I	RDER IS MODIFIED TO REFLE TEM 14, PURSUANT TO THE A	CT THE ADMINISTRAT JUTHORITY OF FAR 4:	TIVE CH 3.103(b	IANGES (such as chang).	ges in paying	office,
X C. THIS SUPPLEMENTAL AGREEMEN Section H Clause, H001, "Option	T IS ENTERED INTO PURS	Of Funds " & 52.2	ITY 0	F:	et (Facilitie)*
D. OTHER (Specify type of modification	and authority)	011 dilds, & 02.2	.JL-L	Littledion of Co	or (i domine	:a)
E. IMPORTANT: Contractor is not, is required to eign this document end return 1 copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION					here feesible.	}
Exercise of Option Period 2; deobligate excess funds, CLIN 0049 Change in contract value: \$9,916,469.00(Increase) Change in contract funding: \$2,477,159.00 (Increase)						
Except as provided herein, all terms and conditions of the	a document referenced in Hem 1	A or 104 se haratofore	chann	Ad tempine unchanned	and in full fo	rce and effect
15A. NAME AND TITLE OF SIGNER (Type or print)	· · · · · · · · · · · · · · · · · · ·			F SIGNER (Type or pri		
KENNETH S. KACHOLD PROGRAM MANAGER GAIL M. PORUMB Contracting Officer						
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STAT	res of	AMERICA	11	6C. DATE SIGNED
Kem Monday 27 Jun 2002 at Attach 28 2002 (Signeture of person authorized to sign)						
NSN 7640-01-162-8070	30-105				DARD FOR	M 30 (REV.10-83)
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FAR (48 CFR) 53.243

- 1. The below numbered contract is amended at an increase of \$9,916,469.00 as follows:
- a. Pursuant to the terms set forth in H001, "Options," the Government hereby exercises Option Period 2 for the period 01 July 2002 through 30 June 2003. Option Period 2 includes Options 9 through 12, comprising CLINs 0015 through 0018. In accordance with PCOL Letter ENVK-02-052 dated 30 May 02, Option CLINs 0019 and 0020 are not being exercised at this time. The estimated value of Option Period 2 is \$9,936,469.00.
- b. In accordance with FAR 52.232-18, "Availability of Funds" current funding is only provided to cover the period of 1 July 02 through approximately 18 Sep 02. This contract will be incrementally funded as the funds become available for the remainder of the option year.
- c. In accordance with FAR 52.232-21, "Limitation of Cost (Facilities)", excess funds in the amount of \$20,000 is hereby deobligated from CLIN 004902 and ACRN AS.
- d. Section J is amended to replace Attachment 6 to incorporate the Collective Bargaining Agreement between Pyramid Services Inc. and International Brotherhood of Teamsters, Local #986, dated 20 Feb 02. Attachment 5 is not amended at this time because the wage determination has not been approved. It will be incorporated into the contract under separate modification and be effective retroactive to 1 Jul 02. An updated Attachment 8, Recap, is incorporated herein.
- 2. The Contract is more specifically modified as follows:
 - a. Section B is modified as follows:

			Qty	Unit Price
ITEM	SUPPLIES OR SERVICE	<u>S</u>	Purch Unit	Total Item Amount
0015	CLIN Establish			
	Noun:		S AND MAINTENANCE CE SERVICES)(OPTIOI	
	ACRN:	9	, ,	,
	Contract type:	M - FIXED PF	RICE AWARD FEE	
	Completion Date:	30 JUN 2003		
	Descriptive Data:			
	The Contractor shall perfo	orm Operations	s and Maintenance Servi	ces except Security

The Contractor shall perform Operations and Maintenance Services except Security Guard Force Services at Air Force Plant (AFP) 42, Palmdale California in accordance with the PWS, Sections C-A through C-E and Section C-1 as it applies to Sections C-A through C-E, dated 10 Jul 01, attached hereto as ATCH NR 1, Section J. Except as otherwise provided under this contract, the Contractor shall furnish all necessary materials, facilities, personnel, and services to accomplish the required work. The Contractor shall accomplish Plant Clearance Actions of Government Furnished Property (GFP) as directed by the Administrative Contracting Officer (ACO). The price set forth above shall be paid to the Contractor in equal **semi-monthly** payments upon submission of invoices, less any amount withheld by the CO. The work shall cover the period of 0001 hours Pacific Time (PT), 1 Jul 02 through 2400 hours PT, 30 Jun 03. **Pursuant to Section I, FAR Clause 52.232-18, Availability of Funds,"the amount of funds obligated on this item is \$1,316,366.00 for work through approximately 18 Sep 02.** Pursuant to Section I, DFARS Clause 252.232-7007 Limitation of Government Obligation, this effort may be incrementally funded.

001501 CLIN Establish

Noun: Funding Info Only

ACRN: AS +\$526,371.00

Descriptive Data:

Establish Funding in the Amount of \$526,371.00 of ACRN AS for Info Subline 001501.

001502 CLIN Establish

Noun: Funding Info Only

ACRN: AZ +\$789.995.00

Descriptive Data:

Establish Funding in the Amount of \$789,995.00 of ACRN AZ for Info Subline 001502.

Qty Unit Price

ITEM SUPPLIES OR SERVICES Purch Unit Total Item Amount

0016 CLIN Establish

\$2,962,830.00

Noun: OPERATION AND MAINTENANCE-SECURITY GUARD

FORCE SERVICES (OPTION 10)

ACRN: 9

Contract type: M - FIXED PRICE AWARD FEE

Completion Date: ASREQ

Descriptive Data:

The Contractor shall perform Operations and Maintenance-Security Guard Force Services at Air Force Plant (AFP) 42, Palmdale California in accordance with the PWS, Section C-F and Section C-1 as it applies to Section C-F, dated 10 Jul 01, attached hereto as ATCH NR 1, Section J. Except as otherwise provided under this contract, the Contractor shall furnish all necessary materials, facilities, personnel, and services to accomplish the required work. The price set forth above shall be paid to the Contractor in equal **semi-monthly** payments upon submission of invoices, less any amount withheld by the CO. The work shall cover the period of 0001 hours Pacific Time (PT), 1 Jul 02 through 2400 hours PT, 30 Jun 03. **Pursuant to Section I, FAR Clause 52.232-18, Availability of Funds," the amount of funds obligated on this item is \$653,000.00 for work through approximately 18 Sep 02.** Pursuant to Section I, DFARS Clause 252.232-7007 Limitation of Government Obligation, this effort may be incrementally funded.

001601 CLIN Establish

Noun: Funding Info Only

ACRN: AS +\$329,111.00

Descriptive Data:

Establish Funding in the Amount of \$329,111.00 of ACRN AS for Info Subline 001601.

001602 CLIN Establish

Noun: Funding Info Only

ACRN: AZ +\$323,889.00

Descriptive Data:

Establish Funding in the Amount of \$323,889.00 of ACRN AZ for Info Subline 001602.

		Qty	Unit Price
ITEM	SUPPLIES OR SERVICES	Purch Unit	Total Item Amount

0017 **CLIN Establish** 1 \$810,000.00 Lot \$810,000.00

> MATERIALS, SUPPLIES, UTILITIES, AND Noun:

> > **EQUIPMENT(OPTION 11)**

ACRN: AS

NSN: N - Not Applicable

Contract type: S - COST Inspection: SOURCE Acceptance: SOURCE FOB: SOURCE

Descriptive Data:

The Contractor shall provide materials, supplies, parts, equipment and utilities in support of the work called for under CLINs 0015 and 0016 above, in accordance with the PWS dated 10 Jul 01, Atch Nr 1, Section J hereto as deemed necessary by the ACO in an amount not to exceed \$810,000.00 and in accordance with Special Contract Requirements (Section H) AFMCPK-H8, "Provision For Materials, Supplies, Parts, Utilities and Equipment." Such amount shall not be exceeded without the prior written approval of the ACO. The Contractor shall not include profit/fee or General and Administrative (G&A) costs in any of the amounts billed against this CLIN 0017. Invoices shall be submitted monthly based on incurred costs. The period of performance shall be identical to CLIN 0015. Pursuant to Section I, FAR Clause 52.232-22 "Limitation of Funds," \$432,793.00 is obligated for this work.

0018 1 \$190,000.00 **CLIN Establish**

\$190,000.00 Lot

Noun: WORK REQUESTS (OPTION 12)

ACRN: AS

NSN: N - Not Applicable

Contract type: S - COST Inspection: SOURCE Acceptance: SOURCE FOB: SOURCE

Descriptive Data:

The Contractor shall accomplish work over and above the work called for under CLIN 0015 and 0016 by means of Work Requests to be issued by and at the sole option of the ACO, in total amount not to exceed \$190,000.00 and in accordance with Section H paragraph AFMCPK-H6 "Work Requests." Such amount shall not be exceeded without the prior written approval of the ACO. The Contractor shall not include profit/fee in any amounts billed against this CLIN. The Government is not obligated to issue any such work requests. Invoices shall be submitted by the Contractor after acceptance by the Government covering each Work Request. The period of performance shall be identical to CLIN 0015. Pursuant to Section I FAR Clause 52.232-22 "Limitation of Funds," \$95,000.00 is obligated at this time.

Qty Unit Price ITEM SUPPLIES OR SERVICES Purch Unit Total Item Amount

0049 CLIN Change

-\$20,000.00

Noun: OVERTIME FOR SECURITY FORCES (OPTION PERIOD 1)

New Total Item Amount: \$105,977.00

ACRN: 9

Contract type: S - COST Completion Date: S - COST 30 JUN 2002

Descriptive Data:

The Contractor shall provide for security overtime in support of and as requested by the ACO during Option Period 1. The Contractor shall not include profit/fee in any amounts billed against this CLIN. Invoices shall be submitted semi-monthly by the Contractor based on incurred costs. The period of performance shall be identical to CLIN 0010.

This modification deobligates funds in the amount of \$20,000 of ACRN AS from Info SubLine 004902.

004902 CLIN Change

Noun: Funding Info Only

ACRN: AS -\$20,000.00

Descriptive Data:

InfoSubline 0014902 has been decreased in the amount of \$20,000.00 establishing a revised total funding for ACRN AS under SubLine 004902 of \$0.00.

b. SECTION F - DELIVERIES OR PERFORMANCE:

(1) Clause F002, Period of Performance, is changed as follows:

From: 1 July 2001 through 30 June 2002 To: 1 July 2002 through 30 June 2003

(2) Section F is amended to establish periods of performance for CLIN 0017 and 0018.

ITEM	SUPPLIES SCHEDULE DATA	QTY	SHIP TO	MARK FOR	TRANS PRI	DATE
0017		1	1QL49			30 Jun 2003
	Noun:		LS, SUPPI NT(OPTIC	LIES, UTIL	ITIES , AN	ID
	ACRN: Descriptive Data: The completion date is 30 Jun 03.	AS	ivi(Or iic	21 1 11)		
0018		1	1QL49			30 Jun 2003
	Noun: ACRN:	WORK RE	EQUESTS	(OPTION	12)	

c. Section G is hereby amended to increase the amount under ACRN AS and establish ACRN AZ.

ACRN	Appropriation/Lmt Sub	head/Supplemental Accounting Data	Obligation Amount
AS	ACRN Change 57 23400 302 4720 2	291062 020000 57000 78011F 503000 F03000	+\$1,363,275.00
	New ACRN Amount:	\$7,645,225.00	
	Funding breakdown:	On CLIN 001501: +\$526,371.00	
	-	On CLIN 001601: +\$329,111.00	
		On CLIN 0017: +\$432,793.00	
		On CLIN 0018: +\$95,000.00	
		On CLIN 004902: -\$20,000.00	
	PR/MIPR:	GENV0027200038 \$1,383,275.00	
		GENV0027200011001 -\$20,000.00	
	Descriptive data:	. ,	
	Note that a total of \$2	28,000 of ACRN AS is assigned ESP: TC	

AZ ACRN Establish \$1,113,884.00

57 23400 302 4720 2N153M 020000 57000 78011F 503000 F03000

New ACRN Amount: \$1,113,884.00

Funding breakdown: On CLIN 001502: +\$789,995.00

On CLIN 001602: +\$323,889.00

PR/MIPR: GENV0027200039 \$1,113,884.00

d. The following attachment/exhibit(s) are modified in Section J:

Attachment 6 COLLECTIVE BARGAINING AGREEMENT (CBA) BETWEEN PYRAMID SERVICES INC. and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL #986

Attachment 8 Funding Recapitulation by ACRN

- 3. All other contract terms and conditions remain unchanged and in full force and effect as a result of this modification.
- 4. This Supplemental Agreement constitutes a full and equitable adjustment and the Contractor releases the Government from any and all liability under the contract for further equitable adjustments arising out of or in connection with the changes effected hereby.

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This Contract, is entered into by PYRAMID SERVICES, INC., hereinafter known as the Company, and Local #986, International Brotherhood of TEAMSTERS, Chauffeurs, Warehousemen, and Helpers, hereinafter known as the Union.

This Contract applies to all work performed by the Company at the United States Air Force Plant 42, Production/Test Flight Installation (PTFI), Palmdale, California.

ARTICLE I RECOGNITION AND UNION MEMBERSHIP

SECTION 1

The Company recognizes the Union as the exclusive collective bargaining representative of all Security Police Officers employed by the Company at U.S. Air Force Plant 42 (PTFI), Palmdale, California, excluding all other employees and supervisors within the meaning of the National Labor Relations Act, as amended.

SECTION 2

All employees covered by this agreement shall on, or immediately following thirty (30) days after the commencement of employment, or on or immediately following thirty (30) days after signing of this agreement, whichever is later, become members of the Union. Thereafter retain such membership in good standing as a condition of employment. Membership in good standing shall mean an employee who tenders the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership on the same terms and conditions generally applicable to other members.

SECTION 3

Any employee who wishes to have the Company deduct the amount of an initiation fee or monthly Union membership dues from their pay for transmittal to the Union shall execute an authorization card to be furnished by the Union. Such authorization shall automatically cancel any prior deduction authorization executed by such employees.

The amounts of monthly Union dues and/or payments towards initiation fees will be certified to the Company, in writing, from time to time by the Union Financial Secretary. Which changes the amount of said dues, shall become effective no later than the first day of the month following the

period of thirty (30) days from the date the Company received such certification.

One (1) deduction in respect to the current month's dues will be made from the wages paid in the first full workweek of each month for the full amount of such dues. The Company must receive the authorization at least one (1) week in advance of the scheduled deduction period. There must be sufficient pay available to cover the same for the full amount authorized, after all other deductions required by law or authorized by the employee, have been made. If the schedule deduction for Union membership dues cannot be made that week, the full amount of the deduction will be made from the employee's pay in the next succeeding week in the current month in which there is sufficient pay.

Deductions will not be made in respect to any prior month's dues except when the Company, through error or oversight, failed to make the deduction in any such month. Within fifteen (15) days following the week in which the deduction has been made, the Company shall deliver to the Union's Financial Secretary a check for the amount due, drawn in favor of the Local Union.

The authorization for deductions of dues which are executed in the form prescribed, on or after the effective date of the Agreement, may be revoked by the employee by a written request/notice to the Company and the Local Union. It must be by Registered U.S. Mail, Return Receipt Requested, not less than ten (10) days prior to the expiration of each one (1) year period of authorization. Such revocation shall be effective with respect to the deduction, which would otherwise have been made immediately after such revocation.

A newly executed authorization signed by the employee shall be required if they desire to replace an authorization, which had been terminated in accordance with the provisions hereof.

The Union agrees to hold harmless the Company from any action, or actions, commenced by any employee against the Company for any claims arising out of such deductions. The Union assumes full responsibility for the deposition of the funds so deducted once they have been turned over to the Union as above provided.

Unavoidable error made by the Company in the deduction and/or remittance of monies under this Agreement shall not be considered as a violation of this Agreement.

The Company agrees to notify the Union of the number and classification of any new employees or additional employees needed. No applicant will be preferred or discriminated against by the Company because of membership or non-membership in the Union and the Company reserves the right to reject any applicant.

The Company agrees to notify the Union of the following: terminations, layoffs, rehires, and other changes in the status of personnel working under the terms of this Agreement. Such notice to be forwarded to the office of the Local Union within one (1) week after the effective date of such changes.

ARTICLE II MANAGEMENT

The Management of the Company's operations and the direction of the employees include, but are by no means limited to, the right to plan, direct, and control all Company operations and the employees assigned thereto. The right to hire, schedule, and assign job duties, suspend, layoff, promote, demote, transfer, discipline, or discharge for cause; to maintain order and efficiency; to perform or to buy. To determine the number of locations of work sites, plants, or stations, as well as the number, type, and qualifications of employees assigned thereto. These rights are vested exclusively in the Company. None of these rights shall be exercised contrary to the terms of this Agreement.

The Company can neither discriminate, nor act in a biased fashion when utilizing these Company Rights.

ARTICLE III WORK HOURS/WORK WEEK/OVERTIME/SHIFT BID

SECTION 1 - WORK HOURS/WORK WEEK

For these purposes, the shift rate of pay consists of straight time earnings including shift premiums as identified within this Article.

- A. Any employee working more than eight (8) hours in one (1) day or shift shall be paid at time and one-half (1 ½) their rate of pay up to twelve (12) hours for all hours worked in excess of the initial eight (8) hours.
- B. Any employee working more than twelve (12) hours, in one shift, shall be paid two and one-half (2 ½) times the shift rate of pay for such overtime including shift premium.

- C. Holdovers and In Early Overtime in consecutive shifts will be paid at time and one half (1 ½) rate of pay of shift worked, for all overtime worked outside the normal assigned work shift including shift premium.
- D. Any employee working more than forty (40) hours in any week shall be paid one and a half (1 $\frac{1}{2}$) times their shift rate of pay for such overtime, less all time for which daily overtime has been paid including shift premium.
- E. All work performed on the employees sixth (6th) day shall be paid at one and a half (1 ½) times their rate of shift pay for the first twelve (12) hours, and double (2) times for all hours exceeding twelve (12) hours including shift premium.
- F. All employees required to work on the seventh (7th) day shall be paid at double (2) times their rate of shift pay including shift premium.
- G. Any employee who is called to work outside their regular shift shall receive premium pay in accordance with the proper overtime rate with a minimum guarantee of four (4) hours including shift premium.
- H. No employee may be allowed to work in excess to twelve (12) continuous hours without the direct permission and knowledge of the Company.
- I. No employee can be required to work their sixth (6th) or seventh (7th) day unless authorized by the Chief, Contract Security Police (i.e. surges, emergencies, etc.)
- J. Any employee required to return to work with less than an eight (8) hour break (four (4) hour turnaround) will receive two and one-half (2 ½) times the rate of shift pay for those hours they are required to work. A volunteer will receive double (2) times the rate of shift pay for those hours. These employees will have the option of taking LWOP (Leave Without Pay) or Vacation for 4 or 8 hours on his next scheduled duty day to compensate for the lack of rest he/she incurred due to the four (4) hour turnaround. A list will be posted as a monthly calendar for all possible unscheduled "in-early" calls. Individuals have the option to sign up for any day during the month. An officer is allowed to place and delete their name on the roster and be considered available. If called to fill and they satisfactorily fill the "in early", they will receive two hours straight time stand-by pay. This employee will receive one and one-half (1½) times his rate of pay for the entire twelve (12) hour shift, including shift premium, regardless of when they are called. These "inearly" call-ins will be by the lowest overtime hours and seniority among

those Officers who have signed up, and will be used to fill unscheduled in-early requirements. Sixth and seventh day personnel will be contacted prior to utilizing the stand-by list. If an officer who has signed up does not respond or refuses to respond, they are subject to discipline and will be removed from the volunteer list for the remainder of the month.

K. The work shifts are defined as a scheduled eight (8) hour period, five (5) straight days, with two (2) regular days off (RDOs).

"A" Shift - 2330 hours to 0730 hours

"B" Shift - 0730 hours to 1530 hours

"C" Shift - 1530 hours to 2330 hours

"D" Shift - Wherever the Company deems it is required.

SECTION 1A - Emergency Recall of Personnel

- A. Upon notification of an emergency as directed by the Air Force, the schedule/work hours will be coordinated with the Union membership.
- B. If 12 hour shifts are scheduled, all personnel will receive the "A Shift" differential. The existing sixth (6th) and seventh (7th) days determined by the previous Shift Bid will not be honored. If an employee works an actual calendar Saturday, he/she will receive one and one-half (1 ½) times their rate of pay, including "A" shift differential. If an employee works on an actual calendar Sunday, he/she will receive two (2) times their rate of pay, to include the "A Shift" differential.
 - After the maximum of seven (7) day period of the twelve (12) hour shift, employees will return to their normal work schedules; unless the situation is considered by the Air Force and the Company to be so critical, extending this period may be required.

SECTION 2 - OVERTIME

A. Unscheduled overtime is defined as that overtime that is not know to the company twenty-four (24) hours in advance. Scheduled overtime is defined as the overtime that is known to the Company twenty-four (24) hours in advance i.e., Vacations, Military Duty, Jury Duty, LWOP, Disciplinary Time Off, PWS, HNW, FLH, and Sick Time Off. The opportunity for all scheduled/unscheduled overtime will be distributed fairly and equitably among all employees working the shift immediately preceding and immediately following the shift requiring the unscheduled overtime.

- B. There will be no bumping or changing of personnel signed up for scheduled overtime within the twenty-four (24) hour period except under the listed conditions below. All bumping must take place prior to the commencement of the shift. Employees returning from regular days off, vacations, and sick may bump another employee from the scheduled overtime with less than twenty-four (24) hours if the returning employee has less hours of overtime worked.
 - 1. In the event of an emergency that both the employee and supervisor agree upon.
 - 2. When an employee is returning from regular days off and can no longer work the scheduled overtime previously signed up for.
- C. A list will be maintained by the Company indicating the actual overtime worked so that selection for overtime is properly managed and as an employee becomes eligible, is selected accordingly. Only actual hours worked due to overtime will be utilized. Training, tenths, or other overtime will not be utilized. Any overtime that is not equal to, or greater than four (4) hours will not be counted on the list maintained by the Company.
- D. Employee may choose to volunteer for more than sixteen (16) hours overtime in each week with the permission/approval of the company.
- E. The Security Control Center Supervisor (SCCS) or the Shift Supervisor will make contact with employees not currently working to fill overtime slots, in compliance with established procedures. If the off-duty employee utilizes an answering machine, or like device, the SCCS or Shift Supervisor will leave their name, time that contact was attempted, and the hours required to fill the overtime, i.e. 0330-0730.
 - 1. All officers will provide a valid phone number for contact.
- F. If any employee must be required back to work with less than an eight (8) hour break (four (4) hour turnaround), the Shift Supervisor will go to the employee with the least amount of overtime worked. The Shift Supervisor must exclude any employee who is currently working a twelve (12) hour shift.
- G. If any employee must be required to work with less than an eight (8) hour break (four (4) hour turnaround), the Shift Supervisor will first attempt to contact employees of the oncoming shift with the lowest hours worked/highest seniority. If no contact was made, then attempts

to contact sixth day personnel for that shift will be made. If no contact was made then sixth day personnel from the shift with the opening and then personnel from the remaining shift will be contacted. If the overtime is still not filled, then seventh day personnel from the oncoming shift will be contacted, seventh day personnel from the shift with the opening, and seventh day personnel from the other shift. At this point, the standby list will be utilized. If no contact is made, then an employee may be required to turn around in four (4) hours. The Shift Supervisor must exclude any employee who is currently working a twelve (12) hour shift.

- H. If a person with the lowest overtime hours worked turns down the current unscheduled overtime, no penalty shall be assessed under the following situations which commence at the end of normal duty hours for the day prior to the commencement of:
 - 1. Employees contacted on their sixth (6th) or seventh (7th) day.
 - 2. Military (Reserves) Duty.
 - 3. Vacation (when scheduled vacation commences the following day)
 - 4. Jury Duty
 - 5. Medical Appointments (known when overtime is offered-proof must be provided within twenty-four (24) hours.
 - I. Any and all employees can sign up for posted scheduled overtime. A notice of all scheduled overtime requirements known to the Company will be posted in writing in the guard mount room. Scheduled overtime will be posted weekly by the Company. Any employee who signs up for seventh (7th) day (intentionally or unintentionally) and reports to work will be only paid at 1 1/2 times rate of pay including shift premium.
 - J. If a posted overtime slot (scheduled) is not filled within the twentyfour (24) hour period, then any employee may sign up for it on a first come, first served basis, regardless of seniority.
 - 1. When scheduled overtime is not posted within twenty-four (24) hours of the start time of that overtime, any employee with the fewest hours worked may bump for this overtime eight (8) hours prior to the overtime shift start, except for any employee that is returning from their regular days off (providing they have fewer hours worked than the most senior employee.

Note: All scheduled overtime that is posted will include the date and time of posting.

- 2. If scheduled overtime is posted more than twenty-four (24) hours prior to the start time; however was not posted prior to the eligible shift departing, then members of the eligible shift, upon their return, may bump for this overtime within the twenty-four (24) period. Overtime hours worked/seniority will prevail.
- K. When an employee's work period extends into a second (2nd) shift, The Company shall make every reasonable effort to assign the employee to a different position, if requested by the employee. Final determination for such changes is the responsibility of the Shift Supervisor, who will have the authority to assign/not assign according to job requirements.
- L. If an overtime position becomes available during the shift, the Shift Supervisor will fill the overtime with those currently On Duty (Holdovers) or those who will be oncoming the next normal shift (In-Early). Again overtime hours worked/seniority will prevail.
- M. Overtime hours worked will be placed on the list maintained by the Company at the commencement of the employee's assigned shift (Scheduled Holdovers/In Earlies).
- N. Any overtime required during an employee's regular assigned work shift will be placed on the list at the time the overtime is accepted and the overtime position is filled.
- O. There will be no averaging of overtime for any employee.
- P. An employee will be eligible to return to work with an eight (8) hour break or more, regardless if they are currently working a twelve (12) hour shift.
- Q. Refusal to work overtime, special hours, or special shifts could result in disciplinary action.
- R. An employee who has clocked out and departed the Installation after their fifth (5th) workday will be considered as to have entered their sixth (6th) day.
- S. All employees will begin overtime with a zero (0) balance on the first day of each month. Projection from the last day of the previous month will not be used for assigning overtime to the first day.

- T. It is the employee's responsibility to notify the Shift Supervisor if they are going to be late for a scheduled overtime. Failure to do so could result in disciplinary action.
- U. If an employee fails to report to work on a scheduled In Early, the Shift Supervisor will attempt to make telephone contact. If no contact is made, the Shift Supervisor will contact another available employee to fill the overtime. Once the overtime is filled by another employee, the first employee who signed up for the overtime will lose that overtime, regardless if they report for the overtime at a later time.
- V. If an employee works a holdover, he/she will be exempt from an 8 (eight) hour turnaround (in-early) provided they have a valid reason, i.e. doctor's appointment, scheduled vacation, etc. This reason must be given to the Shift Supervisor when notified of the overtime position to be filled.

SECTION 3 - Pay D	Differential
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	AUGUST 2002	AUGUST 2003	AUGUST 2004
Second or Swing Shift	0.70	0.70	0.70
Third or Graveyard Shift	1.25	1.25	1.25

- A. Pay period will commence at 0001 hours Monday and end seven (7) consecutive days later at 2400 hours Sunday.
- B. Paychecks will be available at the employee's work site after 1100 hours each Friday. It is expressly understood that if checks are available for distribution earlier than 1100 hours Friday, they will be distributed at such time to all personnel.
- C. If a payday (Friday) falls on an established holiday, paychecks will be issued to employees on the last working day prior to the holiday and prior to the end of the shift, if available on site.
- D. Employees can utilize the automatic deposit system available through the Personnel Dept.

SECTION 4 - SHIFT BID

- A. Shift Bids will be prepared and posted every four (4) months (1 January, 1 May and 1 September). The Shift Bid will go into effect the last Monday of each period posted. Shift changes will be at no cost to the Company.
 - 1. If, between Shift Bids, two (2) employees request to change shifts/days off, they will submit request for change to the Company. Upon Company approval, the change will take effect the following pay period.
 - 2. Only one (1) change per employee can be requested/effected between each Shift Bid unless it is agreed upon by both affected employees and the Company that the circumstances, such as a hardship (personal or work related), or other situation, surrounding a second change are absolutely necessary.
- B. During the Shift Bid process, employees have twenty-four (24) hours, from the time they are notified by a shop steward it is their turn to bid,

to sign up. After the time period elapse, the employee must wait until all other employees sign up to place their name on the Shift Bid. Employees that know that they will be unavailable to bid (vacation, RDO, military reserve, jury duty, etc.) must give their desired Bid to a Shop Steward prior to their departure.

C. Any vacancy of more than four (4) weeks duration shall be posted for "round robin" bidding and filled in the order they occur. The bid will be posted on the first available day after the Company is notified. The Bid will close five (5) days after posting. Once an Officer signs up, they will be considered as "locked in" after the next person signs up and will not be allowed to bid for other openings during this "round robin" process. The Bid will go into effect the following pay period.

ARTICLE IV "D" Shift (Rotating Shift)

The establishment of the "D" Shift by the Company is to meet the manning requirements set forth in their contract with the U. S. Air Force. All personnel working this shift will be volunteers. If no employee volunteers during the Shift Bid (Article III), then the employee with the classification of Contract Security Police Officer with the least seniority will be assigned to this shift.

SECTION 1

The utilization of Sick Leave (Article XIV) will not be denied at any time. When personnel working this shift request Sick Leave, it will be for twenty-four (24) hours. If, in the event, two (2) assigned work shifts are affected, the employee using Sick Leave will receive pay for only eight (8) hours, and LWOP (Leave Without Pay) for any additional work time missed during the twenty-four hour period.

SECTION 2

Personnel working this shift cannot be denied any rights within this Agreement, nor shall they receive any additional rights or benefits not covered by this Agreement. All personnel assigned to this shift will be allowed to work any overtime they are eligible for with the exception of any overtime that will result in a eight (8) hour or less break between assigned shifts.

SECTION 3

Personnel working this shift will receive the Second (Swing) Shift deferential pay for all hours worked. Personnel working this shift are covered by Article III,

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Attachment 6

Section 1 of this Agreement. The Company will attempt to notify the Union and any personnel that will be affected a minimum of two (2) weeks in advance of any changes to the manning requirements of this shift, but will not be required to do so.

SECTION 4

During any absence of another employee for a period exceeding two (2) weeks, any personnel assigned to the "D" Shift will be moved, at the Company's discretion, to fill the vacancy within the affected shift. If the employee who takes an extended absence is assigned to the "D" Flight, then no "round robin" will be initiated. Upon return of the absent employee, the employee from "D" Shift will be returned to their assigned position on "D" Shift, and the returning employee will be returned to their previously held shift/days off.

ARTICLE V - Vacation

SECTION 1

Every employee whose anniversary date of hire at U. S. Air Force Plant 42 is one (1) full year or more, shall be entitled to ten (10) days of vacation with eighty (80) hours of pay. The accrual rate will be 1.54 hours per week or 6.67 hours per month.

Every employee whose anniversary date of hire at U. S. Air Force Plant 42 is five (5) years of more, shall be entitled to twelve (12) days of vacation with ninety-six (96) hours of pay. The accrual rate will be 1.85 hours per week or 8.00 hours per month.

Every employee whose anniversary date of hire at U. S. Air Force Plant 42 is ten (10) years or more, shall be entitled to fifteen (15) days of vacation with one hundred twenty (120) hours of pay. The accrual rate will be 2.31 hours per week or 10.00 hours per month.

Every employee whose anniversary date of hire at U. S. Air Force Plant 42 is fifteen years (15) years or more, shall be entitled to twenty (20) days of vacation with one hundred sixty (160) hours of pay. The accrual rate will be 3.08 hours per week or 13.34 per month.

NOTE: For the purpose of accrual rates, the employee's actual commencement date of working at U. S. Air Force Plant 42 under the O&M Contractor will be utilized.

Such pay will be reduced by the number of vacation hours used prior to the date on which such pay was computed.

SECTION 2

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Attachment 6

Every employee who has not completed one (1) year of service with the Company at U. S. Air Force Plant 42, or was hired after February 1, 1996, will be entitled to vacation in accordance with the following schedule:

Term of Employment	Days of vacation
0 – 6 months	0 Days
6 – 7 months	5 Days
8 – 9 months	7 Days
10 – 11 months	9 Days
12 months	10 Davs

SECTION 3

Whenever a paid holiday occurs during the course of an employee's vacation, the employee will utilize that holiday as part of his/her vacation. This time will be counted as a Holiday Not Worked (HNW).

SECTION 4

All employees agree to give the Company five (5) days notice of intention to take vacation for scheduling purposes. All requests for changing vacations already scheduled will require a one (1) day written notice by the employee to the Company. Cancellation or change of any vacation period of two (2) days or less will require a twenty four (24) hours written notice to the Company.

The Company recognizes that unscheduled vacations may be needed in various situations. The Company may grant the unscheduled vacation on a case by case situation.

Emergency vacation request with less than two (2) hour notice (No disciplinary action) can only be authorized by the Chief, Contract Security Police. Emergency vacation requests cannot be denied. The Chief, Contract Security Forces, will determine, on a case by case basis, the possibility of any disciplinary action, if required.

Time off for vacations may be granted in four (4) or eight (8) hour increments. If vacation/LWOP is taken during an Officer's normal duty day, when manpower permits (S-78), and ends the Officer's normal shift, such as a 4-hour vacation at the end of a shift, the Officer will be considered "on vacation/LWOP" until his next normal duty shift. If the Officer states that they are available for overtime, they will be considered for the overtime. The requesting Officer for this vacation will make their request to the Shift Supervisor during guardmount briefing. These requests are within the authority of the Shift Supervisor and will be granted as mission requirements dictate. If there are questions concerning the request, the Chief, Contract Security Forces, will be contacted. If the vacation/LWOP ends the Officer's fifth day of duty, the Officer is eligible to work on the sixth day.

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Attachment 6

The Company does have the right to place restrictions of the usage of unscheduled vacation on those employees the Company recognizes as abusing the use of unscheduled vacations.

SECTION 5

Employees submitting vacation requests at least thirty (30) days prior to the scheduled vacation and who request at least five (5) days of vacation (3 days vacation in conjunction with RDO's) will not be "bumped" from their requested vacation once they have entered the twenty-five (25) day period prior to the scheduled vacation. Seniority will not prevail after the twenty-five (25) day period is entered.

A vacation day is defined as the end of the shift prior to the commencement of the vacation, and until the beginning of the employee's next scheduled work day. The employee may volunteer to work overtime for those overtime hours that are not a part of their normal eight-hour work shift.

The Company and Union agree that no more than seventeen percent (17%) of the employees for each shift will be allowed to submit and take scheduled vacation at any given time provided that the employee(s) meet all other criteria under this Article. Holiday Not Worked (HNW) and Floating Leave Holiday (FLH) utilized in conjunction with vacation will be approved as manning permits.

SECTION 6

Employees will not accrue over twenty (20) days (160 hours) of vacation time. Any vacation time accrued after reaching the limit, will be paid to the employee on a weekly basis, based on the individual employee's accrual rate.

ARTICLE VI: GARNISHMENT OF WAGES

Two (2) or more garnishment actions within one (1) year or more than one garnishment action in effect at any time is considered excessive. (Refer to Work Rules C-10)

ARTICLE VII: HOLIDAYS

SECTION 1

The following named days shall be considered holidays and shall be paid at the employee's regular shift rate for eight (8) hours if not worked and shall be paid at time and a half (1 $\frac{1}{2}$) the employee's regular shift rate of pay if worked and shall, in addition, receive the holiday pay to which he/she may be entitled in accordance with the provisions of the Article:

New Years Day Memorial Day Veterans Day Thanksgiving Day Martin Luther King Day Presidents Day

Independence Day Christmas Day

Labor Day

Two Floating Holidays (2 per year) will require only a two (2) hour notification prior to utilization and must be used in eight (8) hour increments. Floating Holidays must be used prior to the last day of the year.

SECTION 2

In order to receive holiday pay, an employee must work his/her scheduled workday immediately preceding and following the holiday, unless the absence was due to illness, injury, or was excused by the Company. If an employee scheduled to work calls out "sick" on a holiday, they will:

- 1. Be required to bring in a doctor's note to Security Admin on their next duty day.
- 2. Receive straight time pay for the holiday only as Holiday Not Worked (HNW). Pyramiding of sick and holiday pay is unauthorized.

An employee may utilize a Holiday Not Worked (HNW) only if they have not done so within 90 days of request unless a lesser time interval for using a second HNW is submitted and approved by the Company. The following provisions will apply for the approval of a second HNW within 90 days of the first HNW utilized:

- If a second employee, same shift, has not used a HNW within 90 days, and requests to use the same HNW as the employee requesting a second HNW within 90 days, the second employee will take precedence regardless of seniority.
- 2. Seniority will take precedence for all employees submitting HNW requests outside the 90-day period.
- 3. If no other employee requests the HNW, the second HNW request within the 90-day period can be granted with Company approval.
- 4. The Company can deny any HNW requests if mandatory overtime is required and has not been filled, unless the HNW is in conjunction with scheduled and approved vacation.

Holidays Not Worked will be aligned with Scheduled Vacation and will be included as part of the overall seventeen percent (17%) of employees allowed time off

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Attachment 6

All Holiday Not Worked submittals will be accordance with Article V of this Agreement.

SECTION 3

In order to be eligible for pay for a holiday not worked, the employee must request, in advance, the holiday off. Employees may have the day of the holiday off as "Holiday Not Worked" if approved by the Company.

Holiday Not Worked will be distributed among all employees as fairly as possible.

Employees may designate a day other than a Holiday in advance as HNW during the pay period of the holiday. (Example: Scheduled Holiday is on a Monday, an employee may request a HNW for Wednesday. On Monday, the employee will work for straight time only, and would receive the eight (8) hour holiday pay on Wednesday.) Scheduling for HNW will follow the same procedures as scheduled vacation.

A Holiday Not Worked request may only be utilized if the holiday falls on an employee's regular scheduled workday. If the holiday falls on an employee's regular day off, then a Holiday Not Worked request cannot be utilized by that employee.

ARTICLE VIII: DRESS AND APPEARANCE STANDARDS

All employees will be required to comply with the Company's established Dress and Appearance Standards. This applies to, but is not limited to, Head Hair, Facial Hair, and Uniforms. (See Exhibit #D)

SECTION 1

The Company shall provide three (3) long sleeve shirts, four (4) short sleeve shirts, and three (3) pairs of trousers as uniforms to all employees as soon as practical. The uniforms shall be complete with headgear, jackets, badges, belts, and holsters.

The employee shall furnish footwear. The footwear shall look good with the uniform and portray a professional image. The footwear must be black, made of leather or corfam, shineable, have a rounded toe, be shined, and in good repair.

The Company shall provide the required Firearm for the Contract Security Police Officers while on duty during their shifts.

Uniforms and associated apparel will be issued to the employee using hand receipts. At the termination of employment, the employee shall return all issued apparel.

Failure to return apparel will result in deduction from the employee's last paycheck.

Specific instructions concerning the use of firearms will be issued in compliance with Air Force Instructions. All employees required to utilize firearms in the performance of their duties will comply fully with the issued instructions. Failure to do so can result in disciplinary action including dismissal.

Uniforms will be cleaned and pressed at Company expense.

ARTICLE IX: DEATH IN THE IMMEDIATE FAMILY

In the event of death of a member of the employee's immediate family, he/she shall be authorized up to three (3) days absence from work for the purpose of attending or making arrangements for the funeral.

Up to twenty-four (24) hours of straight time hourly wages for regularly scheduled work lost as a result of such absence will be protected by the Company. Claims for wage reimbursement shall be submitted to the Personnel Office and must include evidence that the absence was for the purpose above.

If a death in the family occurs, and they reside 500 miles or more away, the employee shall be authorized up to five (5) days absence. Up to forty (40) hours of straight time hourly wages for regularly scheduled work lost as result of such absence will be protected by the Company.

For the purpose of this payment, the immediate family includes the employee's and spouse's; mother, father, brothers, sisters, stepparents, grandchildren, children, legal quardians, and grandparents.

The Company may also approve this entitlement under some circumstances for death of other family members when there is clear evidence that the family member acted as the employee's guardian for a substantial portion of his/her childhood.

ARTICLE X: HEALTH AND WELFARE

SECTION 1

The Company agrees to provide Life Insurance in the amount of \$10,000.00 for \$3.50 per month to be paid to the Teamsters Death Benefit Trust.

The parties hereto agree that the Company shall, for the term of this Agreement, become a participant in a Trust Fund designated as the Teamsters

Miscellaneous Security Fund for the purpose of providing for the benefits of employees and their dependents.

Payments shall be made for any or all of the following: life, accident, and certain medical and hospital expenses. Said Trust Fund is administered by a Board of Trustees, on which employees and employers are equally represented. The parties further agree to be bound by all of the terms and provisions of the Agreement and Declaration of Trust Providing for Teamsters Miscellaneous Security Fund, originally established October 8, 1959.

Subject to change in the amount of payment as hereinafter provided, effective February 20, 2002, the Company shall pay into such trust fund the sum of \$320.00 for each regular employee covered by this Agreement. Such payments shall be used for the purpose of providing Life and A D & D insurance for employees, and a multiple choice hospital and medical plan for employees and their dependents and specifically designated as Teamsters Miscellaneous Plan D. Such payments shall be due on the first day of the calendar month and shall be paid not later than the tenth day of the same month.

The parties hereto recognize that because of circumstances beyond their control, premiums for such plans as are provided herein may change from time to time and inasmuch as it is the intention of the parties that the benefits provided the employees and their dependents shall be maintained throughout the term of this Agreement, it is agreed that the amount of the monthly payment shall be for the term of this Agreement to be an amount determined by the Board of Trustees to be necessary to maintain the Teamsters Miscellaneous Plan D.

A regular employee with respect to whom such monthly payments are required to be made shall mean:

Any employee on the payroll who has been on the payroll of the same employer during the preceding month; and/or

Any employee who had been employed and covered by this Welfare Plan by any employer within thirty (30) days of his/her date of employment.

For the purpose of this section of the Agreement, employees on temporary layoff of less than a calendar month shall be deemed to be 'on the payroll' during such period of layoff.

SECTION 2 - PRESCIPTION DRUG PLAN

Effective February 20, 2002, the Company agrees to contribute \$51.50 per month to the Joint Council #42 Welfare Trust Prescription Drug Plan on behalf of each employee covered by this Agreement in accordance with the following:

The initial payment of each new employee shall be made on the first day of the month following the completion of thirty (30) days of employment with the Company.

Thereafter, and for all present employees, the payment shall be made for each employee on the first day of each month that he or she continues in the employ of the Company. For the purpose of this Plan, continuity of service shall not be interrupted by absence of less than one (1) full calendar month.

The parties hereto agree to accept and execute such "Acceptance of Trust Documents' as may be required for participation in the Trust and such payment shall be made in accordance with the provisions established by the Joint Board of Trustees.

The parties hereto recognize that because of circumstances beyond their control, premiums for such plans as are provided herein may change from time to time and inasmuch as it is the intention of the parties that the benefits provided the employees and their dependents shall be maintained throughout the term of this Agreement, it is agreed that the amount of the monthly payment shall be for the term of this Agreement to be an amount determined by the Board of Trustees to be necessary to maintain the Plan.

SECTION 3 – DENTAL PLAN

Effective February 20, 2002, the Company agrees to contribute \$43.20 per month for to the Joint Council #42 Welfare Trust Dental Plan on behalf of each employee covered by this Agreement in accordance with the following:

The initial payment of each new employee shall be made on the first day of the month following the completion of thirty (30) days of employment with the Company.

Thereafter, and for all present employees, the payment shall be made for each employee on the first day of each month that he or she continues in the employ of the Company. For the purpose of this Plan, continuity of service shall not be interrupted by absence of less than one (1) full calendar month.

The parties hereto agree to accept and execute such "Acceptance of Trust Documents' as may be required for participation in the Trust and such payment shall be made in accordance with the provisions established by the Joint Board of Trustees

The parties hereto recognize that because of circumstances beyond their control, premiums for such plans as are provided herein may change from time to time and inasmuch as it is the intention of the parties that the benefits provided the employees and their dependents shall be maintained throughout the term of this Agreement, it is agreed that the amount of the monthly payment shall be for the term of this Agreement to be an amount determined by the Board of Trustees to be necessary to maintain the Plan.

SECTION 4 – VISION CARE

Effective February 20, 2002, the Company agrees to contribute \$ 3.00 per month per employee for all employees covered by this Agreement to the Teamsters Miscellaneous Trust Fund for the purpose of providing vision care benefits for employees and their eligible dependents.

The initial payment of each new employee shall be made on the first day of the month following the completion of thirty (30) days of employment with the Company.

Thereafter, and for all present employees, the payment shall be made for each employee on the first day of each month that he or she continues in the employ of the Company. For the purpose of this Plan, continuity of service shall not be interrupted by absence of less than one (1) full calendar month.

The parties hereto agree to accept and execute such "Acceptance of Trust Documents' as may be required for participation in the Trust and such payment shall be made in accordance with the provisions established by the Joint Board of Trustees.

The parties hereto recognize that because of circumstances beyond their control, premiums for such plans as are provided herein may change from time to time and inasmuch as it is the intention of the parties that the benefits provided the employees and their dependents shall be maintained throughout the term of this Agreement, it is agreed that the amount of the monthly payment shall be for the term of this Agreement to be an amount determined by the Board of Trustees to be necessary to maintain the Plan

SECTION 5 – MAINTENANCE OF BENEFITS

It is the intention of the parties that the benefits described in Section 1 through 4 above and which are provided for employees and their eligible dependents shall be maintained throughout the term of the agreement. Premiums for such benefits are determined from time to time by the Board of trustees for various

Trusts as described in Sections 1 through 4 above. The company agrees to pay up to the maximum amount set forth below as premiums to provide such benefits:

Effective Dates	Maximum Amount
August 1, 2002	\$ 485.00 per month
August 1, 2003	\$ 485.00 per month
August 1, 2004	\$485.00 per month

The Company and the Union agree that the monetary amounts shown above will be subject to re-negotiation if the amount required to maintain current coverage exceeds the maximum cap listed above.

Any unused monthly premium can be carried forward and added to the next year's maximum premiums. Should the above maximum amounts be inadequate to maintain all the benefits described in Section 1 through 4 above, any additional amount required by the Trusts shall be borne by the employees.

In the event an additional amount becomes necessary, as determined by the Trustees and communicated to the parties, the Company shall withhold from the employee's first paycheck of the applicable calendar month the amount necessary, when combined with the Company's maximum contribution as described above, to satisfy the total required contribution. Such additional amount shall be deducted from the payroll earnings of the employee only for such months as the inadequacy occurs.

SECTION 6 – RETIREMENT FUND

The Company will contribute the following per employee, per compensable hour, to the Western Conference of Teamsters Pension Fund for all employees covered by this Agreement for the period of this Agreement.

Effective Dates	Amount
August 1, 2002	\$ 2.03
August 1, 2003	\$ 2.24
August 1, 2004	\$2.45

NOTE: See Exhibit C for pension increase and Program for Enhanced Early Retirement (PEER) language.

ARTICLE XI: SENIORITY

SECTION 1

Seniority, as provided herein, shall prevail in promotions, demotions, layoffs, and rehiring of the bargaining unit personnel provided that classifications, qualifications and abilities are relatively equal in the opinion of the Company.

Seniority shall prevail in accrual rates for Vacation time, Sick Leave time, and choice of days off, time off, shift, and vacation with due regards to the requirements of the job.

It shall be the policy of the Company to promote from within the existing work force for all positions within the bargaining unit work force when a qualified person as determined by the Company is available from the bargaining unit. Job openings shall be posted for 72 hours except for emergency conditions.

SECTION 2

New hires shall be on probation for a period of ninety (90) days, during which time they may be terminated at the discretion of the Company.

Newly hired employees will be eligible for two (2) Floating Holidays upon completion of probationary period.

SECTION 3

Seniority shall be terminated upon: (a) resignation of an employee; (b) retirement; (c) discharge; (d) failure to return to work within three (3) working days of receipt of notice to return to work; (e) layoff without recall longer than six (6) months; or (f) if the employee performs no work for the Company within the bargaining unit for a period of six (6) months. However, if a worker is reemployed upon recovery from an illness or accident lasting longer than three (3) months, his/her former seniority shall be restored.

If an employee is promoted and accepts a supervisory position, he/she shall accumulate seniority for ninety (90) days, at which point his/her seniority shall be terminated.

SECTION 4

Any employee that is placed on layoff status for any circumstances beyond the control of the Company will be given either:

Two (2) weeks notice prior to layoff; or

Two (2) weeks of straight time pay in lieu of such notice; or

At the discretion of the Company, any combination of notice and pay equivalent to such notice or pay.

ARTICLE XII: WAGES AND CLASSIFICATIONS

SECTION 1

Effective Dates	August 1, 2002	August 1, 2003	August 1, 2004
Contract Security Police Officer	\$ 16.66	\$ 17.16	\$ 17.66

SECTION 2

All new Contract Security Police Officers may be employed for a period of three (3) months at \$2.00 per hour less than the hourly rate indicated in this Article. After completion of probationary period, the employee will receive a \$1.00 per hour raise for a period of three (3) months. At the completion of six (6) months, the employee will receive \$1.00 per hour raise, elevating them to the same pay standards as all employees with the same classification.

SECTION 3

The Company and the Union agree that the Government's Wage Determination shall be used to establish a baseline for negotiations.

SECTION 4

The Company agrees to pay all reasonable fees associated with the renewal of gun and guard cards. Employees must request reimbursement on company reimbursement request forms and attach a receipt indicating payment of fees.

It is the sole responsibility of all Security Officers to maintain and have in their possession a valid driver's license, and valid gun and guard cards. If an Officer fails to fire for qualification or submit to the Bureau of Security and Investigative Services (BSIS) in a timely manner or renew their driver's license and either card expires, they could be terminated.

ARTICLE XIII: LEAVE OF ABSENCE

SECTION 1 – TIME OFF FOR UNION ACTIVITIES

The Company agrees to grant the necessary and reasonable time off without discrimination, or loss of seniority right, and without pay, to any employee, designated by the Union, to attend a labor convention or to serve in any capacity on official Union business, provided the length of time does not exceed thirty (30) days in any calendar year and that forty-eight (48) hours written notice is given to the Company by the Union, specifying the length of time off and specific dates involved.

The Union agrees that in making its request for time off for Union activities not more than two (2) employees will be absent at any one time in order that there shall be no disruption of the Company's operation due to lack of manpower.

Should an employee be elected to any local, state, or national office, within the Union which requires a full time commitment effectively removing the employee from the work force, that employee shall tender his/her resignation, which will stop all employee benefits, including seniority.

Shop Stewards will be elected by their assigned shifts. Election of Shop Steward will occur whenever there is a call for, and seconded, election. Only those employees assigned to the shift requesting the election can vote for the Shop Steward on that shift.

Any Steward leaving their assigned workstation to conduct Union business will inform their immediate Shift Supervisor. The Steward will inform the immediate Shift Supervisor of their return to their workstation after completing Union business.

SECTION 2 – LEAVE OF ABSENCE

Employees may request a Leave of Absence only in cases of injury, military duty, maternity, accident, extended medical leave, death in the family, or to attend school. Any employee desiring a Leave of Absence from employment shall secure written permission from both the Union and the Company.

The maximum Leave of Absence shall be for ninety (90) days and may be extended for a like period of time.

Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved.

Vacation and Sick Leave does not accrue while in a no-pay status. For any temporary Leave of Absence not exceeding six (6) months, employees will be

reinstated to their previously held shift upon a seventy-two (72) hour notice of their intentions to return to work.

SECTION 3 – JURY DUTY

An employee who has completed his/her probationary period, and who is called for and performs jury duty, will be compensated by the Company for the difference between payment received for such jury duty and the basic payment he/she would have received for the straight time hours he/she was thereby required to lose from his/her regular work schedule, not to exceed five (5) eight (8) hours days per week, computed at his/her basic straight time rate.

Pay for such work time lost shall in no event exceed for any one employee a total of twenty (20) regular workdays in any one calendar year.

An employee temporarily excused from court during his/her regularly scheduled working hours shall report to work, provided that at least four (4) hours of his/her regular shift can be worked.

To be eligible for jury pay, the employee must give at least forty-eight (48) hours notice whenever possible to his/her supervisor of required jury duty. For the purpose of this provision, all employees are considered to be assigned to a day shift work schedule while on active jury duty.

SECTION 4 – MILITARY DUTY

An employee on the active payroll of the Company which is required to engage annually (from July 1 of the year through June 30 of the following year) for military reserves, including National Guard, and who has a least twelve (12) months of military reserve training service credit immediately prior to commencement of the training period shall, upon the employee's request, be granted a leave of absence for the period of the training, provided Orders are given to the Company prior to the commencement of their Annual Military Duty. The Company will compensate the employee for up to ninety (90) days, regardless of the duration of the annual military leave.

The employee shall be paid the difference between the pay received for the training period, including weekends (excluding subsistence, travel, and quarters allowance) and the amount of wages the employee would have received during the training period had the employee worked a normal five (5) day work week schedule (excluding overtime) during the training period.

The amount of wages shall be determined on the basis of the employee's standard work schedule.

ARTICLE XIV: SICK LEAVE - ATTENDANCE PROGRAM

SECTION 1

All employees hired after February 1, 1996 will accrue forty (40) hours of sick leave in the first year of employment at U. S. Air Force Plant 42. The accrual rate will be .77 hours per week.

New hires will begin accruing Sick Leave time immediately upon hire, but will not be eligible to use Sick Leave time until after they completed their ninety (90) day probation period.

SECTION 2

After one (1) year of employment at U. S. Air Force Plant 42, each employee will accrue ten (10) eight (8) hours sick leave days each year they are employed by the Company. The accrual rate will be 1.54 hours per week.

SECTION 3

Time off for sick leave may be granted in four (4) or eight (8) hour increments. If an employee requests sick time off and does not have the full amount of sick leave available, the Company may either advance the sick leave time or request a Physician or Physicians Assistant Certificate showing proof of employee's illness or injury.

SECTION 4

The Company and the Union agree that the purpose of sick leave is to compensate an employee due to absence resulting in injury or illness, to themselves or their spouse and children. There shall be no unauthorized use of sick leave and the Company shall have the right to ask for and receive reasonable proof of illness or injury in specific cases.

Specific cases will be, but not limited to, possible absence abuse, establishment of a trend, lack of manpower to cover, absence from work three (3) or more days, or when an employee has a zero (0) balance of sick leave available.

It shall be standard procedure that a Physician or Physician Assistant Certificate noting the date and time for the sick leave period, and the time required to be absent from work.

When an employee is sick, is without sick leave, and produces the required proof of illness or injury, the employee may request approval to use their accrued vacation time or request approval to be charged with leave without pay and will not be charged with an occurrence.

When a Certificate is required and not produced, the employee will be charged as absent without leave, receive appropriate disciplinary action, and could lose their sick leave.

SECTION 5

An employee may accrue no more than fifteen (15) days or one hundred twenty (120) hours of sick leave. Any sick leave accrued after reaching the established limit will be paid to the individual employee at 1.54 hours per week.

Employees who accrued more than 60 hours of sick leave will be entitled to cash payment at their straight time of pay for every hour in excess of 60 hours. For the purpose of this payment, sick leave balance as of 1 December will be used and payment will be made the pay period occurring the first week of December.

Accrued Sick Leave cannot be utilized, or profited from, until the employee has completed their ninety (90) day probation.

Employees who voluntarily terminate their employment after their ninety (90) day probation will receive a cash payment at their straight time rate for all hours of sick leave accumulated during their probation period.

Employees who are terminated by the Company for a violation of the Work Rules, Class A, or First Offence Class B, could forfeit all accumulated sick leave hours.

In addition to the above sick leave policy, the Company will comply with all requirements of the Family Medical Leave Act (FMLA).

SECTION 6

A sick leave call in is for twenty-four (24) hours. At the end of the twenty-four (24) hour period (i.e. "A" Shift 2330 hours, "B" Shift 0730 hours, "C" Shift 1530 hours), the sick leave expires and the individual is eligible for overtime and duty with his/her shift and other necessary overtime immediately thereafter.

However, if an individual feels they have sufficiently recovered from their illness and they want to be considered for overtime prior to the end of the twenty-four (24) hour period, they must personally notify the On Duty Shift Supervisor and make their intentions known.

If subsequent sick leave is requested, it must be called in two (2) hours prior to commencement of the employee's shift and again, the sick leave will be terminated at the end of the twenty-four (24) hour period.

Any employee who calls in with less than two (2) hours notice prior to the commencement of their assigned shift and provides a medical certificate cannot be disciplined as per the Work Rules.

SECTION 7

The Company will monitor employee absences on a continuing basis (Payroll Department with follow-up of immediate Shift Supervisor). Absences include all work time missed due to tardiness, leaving work early, and excused and unexcused partial or full day absences.

Absences that are not included are: Vacations, Holidays, jury duty, approved military leave, funeral leave, medical appointments, time off under medical care, layoffs, disciplinary time off, time off due to industrial injury or illness, and time off due to Management request (i.e. Power failure).

The Chief, Contract Security Police, does have the authority to remove any occurrence received due to tardiness. This will be done on a case by case basis and any removal cannot be considered precedence setting.

The Company will identify employees with attendance problems on a timely, regular basis, and in a timely manner. The immediate Shift Supervisor will inform the employee verbally of the attendance problem and the necessity to correct the problem.

The employee's Union Shop Steward will be informed of the verbal but documented meeting and may attend.

A Warning Letter will be issued to employees who do not correct their attendance problem after the initial verbal meeting with the immediate Shift Supervisor.

The Warning Letter will be a form letter that includes a statement that the employee's attendance must be corrected or disciplinary action will be taken up to and including discharge.

Warning Letters will expire and will, six (6) months from date of issuance, be removed from the employee's Personnel Record.

ATTENDANCE PROGRAM

The objective of the Attendance Program is to identify employees with poor attendance records. The Attendance Program will utilize occurrences.

The following criteria will be used to identify problem employees:

Four (4) occurrences within a six (6) month period from the date of any occurrence.

Two (2) occurrences of absence within a thirty (30) day period from the date of any occurrence.

An occurrence will be as follows:

Fifteen (15) minutes or less – 1/4 occurrence

Fifty-nine (59) minutes or less $-\frac{1}{2}$ occurrence

One (1) hour or more – 1 occurrence

The Attendance Program is in place to inform the employee of the attendance problem, and to provide the employee with the opportunity to correct the problem. The program is in place to ensure appropriate disciplinary action. The following progressive steps will be used to meet these objectives:

1. The FIRST TIME that an employee's occurrences of absence reach one of the criteria stated above, the immediate Shift Supervisor is to inform the employee verbally of the attendance problem.

The employee will be informed that if the problem is not corrected, a Warning Letter could be issued the next time one of the problem criteria levels is reached.

It is the immediate Shift Supervisor's responsibility to inform the employee's Union Shop Steward of the verbal, but documented, meeting and that he/she may attend. A note will be placed in the employee's file summarizing the meeting.

The meeting should be held no later than three business (3) days from the date the problem level is reached, and the Department Manager is notified by Personnel.

The SECOND TIME that an employee's occurrences of absence reach one of the criteria stated above, the IMMEDIATE Shift Supervisor is to notify the Department Manager, and a Warning Letter will be issued to the employee. The Warning Letter will be a form letter that includes a statement that the employee's attendance must be corrected or disciplinary action will be taken, up to and including discharge.

The Warning Letter should be issued within two (2) business days from date the problem level is reached.

Occurrences leading up to the issuance of a Warning Letter are not included in identifying future attendance problems. An employee must have two (2), three (3) or four (4) occurrences of absence as outlined above subsequent to the date of the Warning Letter before disciplinary action can be taken.

3. The THIRD TIME that an employee's occurrences of absence reaches one of the criteria stated above, disciplinary action of up to three (3) days of suspension can result. The level of disciplinary action will remain with the Department Manager.

Any further occurrences of this criteria can result in the termination of the employee, if determined by the Company.

The dates of all verbal and written warnings are to be recorded in the employee's Personnel Record.

Occurrences counted in the Attendance Program include work time missed due to tardiness (to include being not present at the start of work shift), leaving work early, and excused and unexcused half or full day absences.

All excused absences that result from the employees initiating the request for time off are counted (as an occurrence) for Attendance Program Purposes. Time missed from scheduled overtime work is also included.

SECTION 2

Unscheduled Sick call-ins in conjunction with any scheduled time off (vacation, FHL, etc.) may require a Medical certificate.

Unscheduled Sick call-ins in conjunction with RDOs twice in sixty (60) days may require a medical certificate.

Failure to provide the required note to Security Admin on the first duty day back will result in a violation of the Work Rules.

If an employee's schedule vacation is cancelled by the Company for any reason, the employee will be required to work. If the employee whose vacation was

SECTION 1

cancelled calls in a Sick day for the vacation day cancelled, disciplinary action will be taken as per the Work Rules.

ARTICLE XV: PHYSICAL FITNESS/DRUG FREE WORK

All employees must have a physical examination prior to employment and every other year thereafter to ensure that they meet and maintain the minimum physical criteria requested for the performance of their duties. Meeting this criteria is considered a condition of employment. New employees not meeting the physical criteria in their initial examination will be terminated immediately.

New employees are required to pass a drug screening test as a condition of employment.

Should an existing employee not pass the biennial physical examination, he/she will be given sixty (60) days to correct the noted deficiencies, at which time they will receive another examination. Any employee not passing the re-examination, nor showing any improvement in deficiency, may be terminated.

All employees must meet and maintain the weight standards shown in Exhibits A-1, and A-2.

The Company shall notify all employees a minimum of sixty (60) days prior to the Department's annual weight in.

Those employees found not in compliance of the established weight will be immediately placed on a sixty (60) day Weight Monitoring Program. At any time during the sixty (60) days, the employee complies with the established weight, they will be removed from the Weight Monitoring Program. The employee can have any supervisor verify the compliance during the initial sixty (60) day period.

On the sixtieth (60th) day, only the Chief, Contract Security Police, or his/her designee, will be allowed to conduct the weigh in for those employees on the Weight Monitoring Program. If the employee is found in compliance, they will be removed from the program. If the employee is still not in compliance, then they will be allowed to comply with exhibit D of this CBA or they will_receive the appropriate disciplinary action under the Work Rules, category C-13.

If, during a mandatory Company physical, an existing employee is placed on a temporary no work status, the employee will receive Leave Without Pay (LWOP) with no occurrences, or penalty attached, until the employee is able to return to work.

The Company agrees to pay all employees a minimum of two (2) hours of straight time pay for undergoing the biennial physical examination. All physicals will be scheduled on the employee's sixth (6) day when possible.

SECTION 2

The Union and the Company strongly support the implementation and enforcement of the Department of Defense Rule Drug Free Workplace and acknowledge that implementation of this contractual clause is necessary to achieve the objective of a drug free work force.

Additionally, both parties understand that this program is a mandatory requirement/condition of employment for doing business on U.S. Air Force Plant 42.

Definitions:

ILLEGAL DRUGS: Controlled substances, marijuana, cocaine, opiates, amphetamines, and phenocyclidine (PCP). Excludes use of controlled substances pursuant to a valid prescription or other uses authorized by law.

TESTING: Accomplished by an approved testing facility and reviewed/reported by a licensed physician. The licensed physician will discuss all positive testing with the employee to determine if the positive result could have resulted from 'legally' prescribed medication.

APPLICABILITY: All employees assigned to the Contract Security Police Department at Air Force Plant 42.

Procedures:

A. Testing for illegal drugs:

- 1. Initial testing of all current employees prior to Contract start-up.
- 2. When there is reasonable suspicion that an employee uses or is under the influence of a controlled substance. Employee will be advised of the right to Union representation.
- 3. When an employee has been involved in a vehicle accident or unsafe practice.
- 4. As part of or as a follow-up to counseling or rehabilitation program.
- 5. Any employee that test positive will be immediately relieved of duty without pay or benefits until found able to return under the provisions B.2 below.

B. Participation in Employee Assistance Programs:

- 1. All personnel will participate in recurring drug abuse prevention programs, utilizing their health benefits.
- 2. Employees testing positive under any testing procedure included herein will immediately seek rehabilitation under their health benefits. Successful completion, with drug free testing, must be documented prior to returning to normal duties.
- 3. Employee will remain in a probationary status pending completion of six (6) monthly drug free follow-up tests under the provision of paragraph A.4.
- 4. Employees may participate in a self identification/self referral program with maximum respect for individual confidentiality consistent with safety and security. Leave of Absence for treatment will be approved under the provision of Article XIII, Section 2.

ARTICLE XVI: UNION REPRESENTATION

The Union Business Representative shall have access to the work site during normal working hours for the purpose of adjusting grievances and disputes. They shall advise the Company of his/her presence on the project and shall not stop or interfere with the work of any employee without the permission of the Company.

ARTICLE XVII: GRIEVANCE AND ARBITRATION

The Company recognizes the right of the Union to designate three (3) Shop Stewards (one (1) per shift). The Union has the right to designate one (1) Chief Shop Steward. A Shop Steward must be employed by the Company at least one (1) year at Air Force Plant 42.

SECTION 1

Each Shift will elect an employee to represent them with the Company. An election can be called when two (2) or more members from the shift in question request one. The Union Business Representative will be notified of the results of the election and will notify the Company via Certified Letter.

Such designation shall not change the full-time productive status of the employees elected.

The Shop Stewards shall have the authority to investigate grievances and to present grievances or other authorized Union Communications to designated Company Representatives in accordance with this agreement.

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A Shop Steward shall be allowed a reasonable amount of time for the performance of his/her duties during his/her working hours without loss of pay.

A Shop Steward shall not be discriminated against in any manner by the Company or its agent because of the activities of the Shop Steward in presenting any adjustment of grievances or disputes.

SECTION 2 GRIEVANCES

THE GRIEVANCE PROCESS WILL BE AS FOLLOWS

- 1. The employee will attempt to settle the complaint with the Shift Supervisor. (within 5 (five) business days)
- 2. If the complaint cannot be settled, the employee will go to their Shift Shop Steward. The employee and Shop Steward will then go to the Chief, Contract Security Police, and attempt to settle the complaint. (within 5 (five) business days)
- 3. If they cannot settle the complaint, the employee will put the complaint in writing on a Teamsters Local #986 Grievance Form provided by the Shift Shop Steward. One (1) copy will be mailed to the Local, and one (1) copy given to the company representative (within 5 business days).
- 4. The Local Business Representative will mail to the Company a request to settle and make arraignments to meet and attempt to settle the complaint. (within five (5) business days).
- 5. If the complaint still cannot be settled, and, after conducting an investigations into the complaint, the matter can be sent to arbitration. (within ten (10) business days)
- 6. The grievance or dispute must be presented to the Company Representative within ten (10) business days from the occurrence of the incident which gave rise to the complaint.
- 7. The Company has five (5) business days from the date of receipt to answer the grievance.
- 8. If the grievance has not been settled by the above actions and after having the Local Legal Department review the grievance for standing, the Federal Mediation and Concilliation Service shall be requested to submit the names of five (5) persons as possible arbitrators. The Company and Union shall eliminate the name of two (2) persons from the list of five (5) and the remaining person shall be the impartial arbitrator.
- 9. The decision of the arbitrator shall be final and binding upon both parties.
- 10. Only grievances involving the interpretation of application of the Agreement are arbitrable and the arbitrators shall not have the authority to add to, subtract from, or modify the provisions of this Agreement.

- 11. Every effort shall be exerted to expedite such arbitration proceedings and they shall not exceed fifteen (15) days.
- 12. Any expense incurred, except salaries of the parties at the arbitration shall be borne equally between the parties.

SECTION 3

No employee covered by this Agreement shall be dismissed without just cause. Any employee claiming unjust dismissal shall make his/her claim to the Union within five (5) days of the action by the Company; otherwise, no action shall be taken by the Union. Upon receipt of the employee's claim, the Union shall inform the Company and grievance procedures shall be instituted promptly.

If it is found that an employee has been improperly dismissed, the employee shall be reinstated without loss of rights or standing of any kind and he/she shall receive his/her full wages for the period in question less a deduction for wages or unemployment compensation received from outside sources.

SECTION 4

Where a grievance involves a payment of money, the Company will be required to make payment for any period exceeding fifteen (15) days prior to filing of such a grievance.

A final decision from a arbitrator shall apply to that grievance only and shall not become binding precedent in the case of any other grievance.

SECTION 5

The Program Manager, or his/her designee, and the Department Manager, or his/her designee, shall meet monthly with the Union Business Representative and Shift Shop Stewards to discuss problems and matters of mutual interest.

ARTICLE XVIII: STRIKES AND LOCKOUTS

The parties hereto agree unequivocally that there shall be no strikes or lockouts during the term of this Agreement for any reason whatsoever.

ARTICLE XIX: DISCRIMINATION

It is the policy of the Company and the Union not to discriminate against any employee on account of age, race, color, creed, sex, national origin, religion, or

membership in the Union. No employee will be discriminated against for observance of lawful Union activities.

ARTICLE XX: SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the successors, assigns, and the parties hereto until its expiration or until it is changed by mutual agreement of the parties.

ARTICLE XXI: COMPLETE AGREEMENT

The parties acknowledge that during negotiations each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the parties each agree that the other shall be obligated to bargain collectively with respect to any subject matter not specifically referred to or covered by this Agreement even though such subject matter was not within their knowledge at the time this Agreement was negotiated.

This Article shall not be construed to contradict any other Articles contained in the Agreement and the parties further agree that the contract may be amended at any time through mutual agreement.

ARTICLE XXII: PERIOD OF AGREEMENT

PERIOD OF AGREEMENT: Three (3) years, February 20, 2002 – February 19, 2005

This Agreement shall be effective the date of ratification and shall remain in full force and effect from year to year thereafter unless either party hereto has given written notice to the other of their desire to have same changed, modified, or terminated.

Such notice must be given at least sixty (60) days prior to February 20^{th,} 2005. If such notice is not given, this Agreement terminates at midnight February 19th, 2005.

FOR THE UNION

International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers Local 986

By:

Andy Perry, Business Representative

Harry Moore, Shop Steward

Donald Meeker, Shop Steward

Ralph Meraz Jr., Shop Steward

FOR THE COMPANY

PYRAMID SERVICES, INC.

By:

George Crowell, Vice President

Kenneth Kachold, Program Manager, Air Force Plant 42

Charles Ferrell, Chief, Contract Security Forces, Air Force Plant 42

These items (Exhibits A-1, A-2, B, and D) are company work rules that are a part of the contract but not voted on by the membership.

EXHIBIT A-1 WEIGHT STANDARDS (Maximum Allowable Weight)

MEN

Height			Age	
(in inches)			(in years)	
	17-30	31-35	36-40	41 and
				over
60	165	169	172	176
61	167	171	175	178
62	170	173	177	181
63	172	176	180	183
64	176	180	183	187
65	181	185	188	192
66	186	190	193	197
67	191	195	198	202
68	196	200	203	207
69	201	201 205 208		212
70	206	206 210 213		217
71	211	215	218	222
72	217	221	225	228
73	223	227	231	235
74	230	233	237	241
75	236	240	243	247
76	242	246	250	253
77	248	252	256	260
78	254	258	262	266
79	260	264	268	271
80	266	270	274	277

- 1. Age is determined using the birthday that occurs during the calendar year in which employees are weighed.
- 2. A weight allowance of six (6) pounds for clothing (including footwear) is authorized.
- 3. Height measurements do not include footwear.

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4. Employees may be allowed to weigh over their maximum with a certificate from a physician.

EXHIBIT A-2 WEIGHT STANDARDS (Maximum Allowable Weight)

Women

Height (in inches)			Age (in years)	
(III IIIolics)	17-30	31-35	36-40	41 and
				over
58	138	141	144	147
59	140	143	146	149
60	142	145	148	151
61	144	147	151	153
62	146	149	152	155
63	148	151	155	157
64	151	155	157	161
65	156	160	162	165
66	160	163	166	169
67	164	168	170	174
68	168	172	174	178
69	173	176	179	182
70	177	180	183	186
71	181	185	187	191
72	186	190	193	196
73	191	195	198	202
74	197	200	203	207
75	202	206	208	212
76	208	211	214	217
77	213	216	219	223
78	218	221	225	228
79	223	227	230	232
80	228	231	235	237

- 1. Age is determined using the birthday that occurs during the calendar year in which employees are weighed.
- 2. A weight allowance of six (6) pounds for clothing (including footwear) is authorized.
- 3. Height measurements do not include footwear.

4. Employees may be allowed to weigh over their maximum with a certificate from a physician.

EXHIBIT B

Work Rules

The purpose for this exhibit is to establish Company work rules and prescribed disciplinary actions to be administered when employees violate such work rules.

The actions outlined herein are to be used by management and supervisory personnel in administering discipline when an employee has failed in some manner to satisfactorily discharge his/her assigned duties, when he/she conducts himself/herself unsatisfactorily, or when rules of work have been violated. Further, this document will advise employees as to the disciplinary action they may be subjected to and the degree of severity in which the Company places on various violations.

Disciplinary action has varying degrees of severity in which depend on the nature of the violation. A system of penalty points to be assessed in herein established.

The system will provide:

Uniform penalties for habitual violations in proportion to the frequency and seriousness of previous violations.

A standard formula to determine when accumulated violations are sufficient to warrant termination.

A method of reducing accumulated penalty points by good behavior.

1. Category "A" Violations

Category "A" violations are those which the Company considers to be so severe as to warrant immediate termination.

2. Category "B" Violations

Category "B" violations are those which could result in immediate termination or are of such a nature that a five (5) day lay-off could be reasonably be assessed as a penalty for the first violation. A second violation in Category "B" would result in termination.

3. Category "C" Violations

Category "C" violations are those which would normally carry a written warning for the first violation, a lay-off for one (1) to three (3) days for a second violation, and termination for the third offense.

4. Category "D" Violations

Category "D" violations are normally minor in nature. Penalty for these violations would normally be as follows: First violation, oral warning: Second violation, written warning: Third violation, one (1) to three (3) day lay-off; and fourth violation, termination.

PENALTY POINT ACCUMULATIVE ACTION

The following disciplinary action will apply to accumulative penalty point assessments:

Penalty Points	Disciplinary Action
0	Oral Warning
10 – 30	Written Warning
35 - 60	One Day Lay-Off
65 – 80	Three Day Lay-Off or Demotion
85 – 95	Five Day Lay-Off or Demotion
100 +	Termination

Fifteen (15) penalty points will be subtracted from the employee's total accumulated penalty points after ninety (90) days. Five (5) penalty points will be subtracted from the employee's total accumulated penalty points each month thereafter.

- A. Penalty points are accumulative from different violations.
- B. Employees shall be terminated when they accumulate a total of 100 or more penalty points. The Department Manager will have final authority relative to involuntary terminations in all cases except Category "A" violation. However, each person terminated involuntarily has recourse with the Contract/Program Manager.
- C. When an employee is accused of a Category "A" Violation, he/she shall be suspended from duties pending a review by the Contract/Program Manager. The purpose of this review is to evaluate any mitigating or extenuating circumstances exist, a lesser number of penalty points may be assessed. Should the reductions in penalty points result in a lay-off, the employee will be given credit for those days under suspension for which he/she has not received pay.

ORAL WARNING

During an oral warning, the Shift Supervisor will advise the employee as to the number of penalty points, if any, which are assessed. A memorandum for file will be prepared when penalty points are assessed. The document will outline the number of points assessed and the nature of the violation. A copy of the memorandum will be filed in the Employee's Permanent Records in the Personnel Office.

WRITTEN WARNING

When a written warning is issued to an employee, it shall clearly state the nature of the offense, the penalty points assessed for the violation, and the total penalty points charges against the employee because of past violations. A written warning will be prepared on the appropriate Company form in sufficient copies to make the following distribution:

Original – To employee
Copies to – Department Manager; Employee's Permanent Records; Union

LAY OFF

When an employee is subject to a temporary lay-off without pay as a disciplinary action, he/she shall be advised in writing on the appropriate Company form. The form shall be distributed in the same manner as indicated for written warnings.

TERMINATION

When an employee is involuntarily terminated, he/she shall be advised in writing. The letter will detail the nature of the violation and the circumstances leading to the termination. Trite expressions and extraneous verbiage will be avoided; however, a complete statement of facts is required. The employee will be advised of his/her rights to appeal the decision to the Contract/Program Manager.

SUMMARY

Nothing in the work rules and regulations established herein is to be interpreted as denying the Company the right to discipline or discharge employees for other causes not specifically mentioned herein or the right to change or amend these rules and regulations as deemed necessary.

It is the intentions of the Company, however, to publish any changes or amendments to these rules and regulations prior to implementation. However, if F33657-99-C-0021, P00040

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a change or amendment is deemed immediately necessary and action is taken prior to publishing, the change or amendment will be posted immediately.

The Union may grieve the penalty points assessed for any newly established rule, and, if such dispute is arbitrated, the penalty assessment becomes arbitrable at that time.

PERSONNEL REVIEW BOARD

A Personnel Review Board will convene, as necessary, to review and evaluate personnel actions, disciplinary actions, etc.

REMOVAL OF ANY AND ALL DISCIPLINARY/MEMORANDUM OF ACTION

LETTER OF COUNSELING - REMOVED AFTER SIX (6) MONTHS AND RETURNED TO THE EMPLOYEE

Disciplinary Action (No Points) – Removed after six (6) months and returned to the employee

Disciplinary Action (Points) – Removed and returned to the employee when the level of zero (0) has been reached

WORK RULES

CATEGORY 'A' VIOLATIONS

FIRST TIME OFFENSE EQUALS 100 POINTS/TERMINATION

- A-01: Falsifying personnel records or company records, which includes falsification of a Physician or Physicians Assistant Certificate.
- A-02: Deliberately restricting work production/ disruption of supervison while conducting official business.
- A-03: Unauthorized removal of government or Company property, including removal of fellow employee's belongings.
- A-04: Fighting on Company or government property
- A-05: Engaging in sabotage or espionage
- A-06: Drinking, possessing, or under the influence of alcoholic beverages or harmful drugs while on Company or government property.
- A-07: Theft or stealing
- A-08: Absence for three (3) or more consecutive days without notice to the Company or immediate Shift Supervisor. (This will be considered to be job abandonment)
- A-09: Gross negligence
- A-10: Gross incompetence
- A-11: Deliberately damaging or destroying government, contractor, vendor, or privately owned property.
- A-12: Carrying unauthorized weapons on Company or government property. Unauthorized/Unsafe Handling/Discharge of Government issued firearms.
- A-13: Endangering the life of fellow employees.
- A-14: Taking or distributing unauthorized photographs.
- A-15: Sleeping on the job

CATEGORY 'B' VIOLATIONS

	1 ST	2 ND
B-1: Insubordination/After receiving verbal warning from supervisor	40-100	100
B-2: Violation of a published safety Rule or practice.	40-100	100
B-3: Immoral or indecent conduct	40-100	100
B-4: Violation of a published known security Regulation.	20-100	100
B-5: Knowingly punching the time Card of another employee, having One's timecard punched by another employee, or the unauthorized altering of a timecard.	65-100	100
B-6: Smoking in a "No Smoking" Area (to include security vehicles)	40-100	100
B-7: Misuse or abuse of government Or Company property on purpose.	65-100	100
B-8: Leaving contract site without Permission during work shift.	65-100	100
B-10: Threatening, intimidating, coercing, or interfering with supervisor.	65-100	100
B-11: Use of abusive, profane, or threatening language towards any supervisor.	65-100	100
B-12: Sick Leave Abuse	35-100	100

CATEGORY 'C' VIOLATIONS

	1 st	2 nd	3 rd	4 th
C-01: Not reporting work related Injury, no matter how minor	10	25	35	50
C-02: Threatening, intimidating, Coercing, or interfering with fellow employees.	25	45	45	60
C-03: Engaging in horseplay	25	35	40	
C-04: Gambling	15	25	35	50
C-05: Use of abusive, profane, or threatening language towards fellow employees	20	40	40	65
C-06: Productivity or workmanship not up to standards (in accordance with established Operating Instructions)	15	35	50	100
C-07: Refusal to work overtime, special hours, or special shifts	20	40	50	
C-08: Less than two (2) hour notification of absence (unless it is an emergency)	0	25	35	50
C-09: Engaging in outside employment which interferes with duties at contract site	0	25	35	50
C-10: Excessive garnishment of Wages	25	35	50	
C-11: Unauthorized use of Telephones (failing to pay bills)	0	25	35	50
C-12: Defacing or removing official bulletins, posters, etc.	25	35	50	

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C-13: Failure to conform to Security Dress Codes/Weight Standards	0	25	35	50
C-14: Failure to report for signed-up work:	30	45	55	65
C-15: Failure to report to duty with all proper equipment to include all required weapons cards:	15	35	50	65

CATEGORY 'D' VIOLATIONS

First time offense equals 0 points; second time offense equals 10 points; third time offense equals 25 points; and fourth time offense equals 35 points

- D-01: Failing to punch timecard twice in any one week period.
- D-02: Creating or contributing to unhealthy, unsanitary, or poor housekeeping Conditions at any work station, to include vehicles.
- D-03: Wasting time, loitering, or leaving assigned work area during working hours without permission.
- D-04: Causing a Security Vehicle to become stuck in an unauthorized area.

EXHIBIT C

PENSION WITH PEER

Commencing with the Month of August 2002, the Company agrees to pay into the Western Conference of Teamsters Pension Trust Plant, for the account of each employee working under the Agreement a monthly sum computed as follows:

- a. Each employee on the payroll during the full calendar month who has worked 173 hours or more during such month.
- b. For each employee not covered under "a" above, the payment shall be computed at the rate of:

The sum for each hour for which compensation is paid to him/her, said amounts to be computed monthly.

The above contributions(s) are comprised of for base pension coverage and for the purpose of providing the PROGRAM FOR ENHANCED EARLY RETIREMENT (PEER), for the Bargaining Unit employees. The contributions required to provide the Program for Enhanced Early Retirement will not be taken into consideration for benefit accrual purposes under the Plan. The additional contribution for the PEER must be at all times 6.5% of the basic contribution, and cannot be decreased or discontinued at any time.

Time paid but not worked, such as holidays and vacation time, shall be considered as time worked for the purpose of this exhibit.

The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of such month. The Company agrees to abide by such rules as may be established by the Teamsters of said Trust Fund to facilitate the determination of the hour for which contributions are due, the prompt and orderly collection of such amounts, and the accurate reporting and recording of such hours and such amounts paid on account for each member of the Bargaining Unit. Failure to make all payments herein provided for, within the time specified, shall be a breach of this Agreement.

All part-time employees will have pension contributions made by the Company in accordance with the Western Conference of Teamsters Trust Agreement.

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Attachment 6

The actual amount of money will be determined as per the Collective Bargaining Agreement, Article X, Section 6.

EXHIBIT C-1

PENSION PLAN WITH PEER

Commencing with the month of August 1, 2002, the Employer agrees to pay into the Western Conference of Teamsters Pension Trust Fund, for the account of each employee working under this Agreement, a monthly sum computed as follows:

- a. \$ 351.19 per month for each employee on the payroll during the full calendar month who has worked 173 or more during such month.
- b. For each employee not covered under 'a" above, the payment shall be computed at the rate of:

The sum of \$ 2.03 for each hour for which compensation is paid to him, said amounts to be computed monthly.

The above contribution(s) are comprised of one dollar and ninety cents (\$1.90) for the base pension coverage and thirteen cents (\$.13) for the purpose of providing the PROGRAM FOR ENHANCED EARLY RETIREMENT, for the Bargaining Unit employees. The contributions required to provide the Program for Enhanced Early Retirement will not be taken into consideration for benefit accrual purposes under the Plan. The additional contribution for the PEER must be at all times 6.5% of the basic contribution and cannot be decreased or discontinued at any time.

Time paid for but not worked, such as holidays and vacation time, shall be considered as time worked for the purpose of this paragraph.

The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of such month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust Fund to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts, and the accurate reporting and recording of such hours an such amounts paid on account of each member of the bargaining unit. Failure to make all payments herein provided for, within the time specified, shall be a breach of this Agreement.

All part-time employees will have pension contributions made by the Employer in accordance with the Western Conference of Teamsters Trust Agreement.

EXHIBIT C-2

PENSION PLAN WITH PEER

Commencing with the month of August 1, 2003, the Employer agrees to pay into the Western Conference of Teamsters Pension Trust Fund, for the account of each employee working under this Agreement, a monthly sum computed as follows:

- a. \$ 387.52 per month for each employee on the payroll during the full calendar month who has worked 173 hours or more during such month.
- b. For each employee not covered under 'a' above, the payment shall be computed at the rate of:

The sum of \$ 2.24 for each hour for which compensation is paid to him, said amounts to be computed monthly.

The above contribution(s) are comprised of two dollars and ten cents (\$2.10) for base pension coverage and fourteen cents (\$.14) for the purpose for providing the PROGRAM FOR ENHANCED EARLY RETIREMENT, for the Bargaining Unit employees. The contributions required to provide the Program for Enhanced Early Retirement will not be taken into consideration for benefit accrual purposes under the Plan. The additional contribution for the PEER must be at all times 6.5% of the basic contribution and cannot be decreased or discontinued at any time.

Time paid for but not worked, such as holidays and vacation time, shall be considered as time worked for the purpose of this paragraph.

The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of such month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust Fund to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts, and the accurate reporting and recording of such hours an such amounts paid on account of each member of the bargaining unit. Failure to make all payments herein provided for, within the time specified, shall be a breach of this Agreement.

All part-time employees will have pension contributions made by the Employer in accordance with the Western Conference of Teamsters Trust Agreement.

EXHIBIT C-3

PENSION PLAN WITH PEER

Commencing with the month of August 1, 2004, the Employer agrees to pay into the Western Conference of Teamsters Pension Trust Fund, for the account of each employee working under this Agreement, a monthly sum computed as follows:

- a. \$423.85 per month for each employee on the payroll during the full calendar month who has worked 173 hours or more during such month.
- b. For each employee not covered under 'a' above, the payment shall be computed at the rate of:

The sum of \$2.45 for each hour for which compensation is paid to him, said amounts to be computed monthly.

The above contribution(s) are comprised of two dollars and thirty cents (\$2.30) for base pension coverage and fifteen cents (\$.15) for the purpose for providing the PROGRAM FOR ENHANCED EARLY RETIREMENT, for the Bargaining Unit employees. The contributions required to provide the Program for Enhanced Early Retirement will not be taken into consideration for benefit accrual purposes under the Plan. The additional contribution for the PEER must be at all times 6.5% of the basic contribution and cannot be decreased or discontinued at any time.

Time paid for but not worked, such as holidays and vacation time, shall be considered as time worked for the purpose of this paragraph.

The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of such month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust Fund to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts, and the accurate reporting and recording of such hours an such amounts paid on account of each member of the bargaining unit. Failure to make all payments herein provided for, within the time specified, shall be a breach of this Agreement.

All part-time employees will have pension contributions made by the Employer in accordance with the Western Conference of Teamsters Trust Agreement.

EXHIBIT D

UNIFORM, EQUIPMENT, AND PERSONAL APPEARANCE STANDARDS

The standard prescribes the Contract Security Police Officer uniform, equipment, and personal appearance for all authorized personnel assigned to the Contract Security Police Department at U. S. Air Force Plant 42.

Section 1 Uniforms

Issued uniform will be kept clean, neat, well pressed, and worn in a professional manner.

Shoes will be plain rounded toe, black oxford type, or boot without any decorations. They will be shined and in good repair at all times.

Leather gear will be properly maintained and in good repair at all times.

Issued uniform must be correct in design and specification and in good condition.

Issued uniforms will not be altered without permission of the Chief, Contract Security Police.

All employees will wear trousers.

The type shirt for wear, short or long sleeve, is optional; however, a tie will be worn with the long sleeve shirt. The sleeves WILL NOT be rolled up or the cuffs tucked under at any time.

A tie TAC or CLASP can be worn for the purpose of holding the tie in place. The type and design of tie TAC or CLASP must be approved by the Chief, Contract Security Police.

Black socks will be worn with low quarter shoes with the duty uniform.

When the issue jacket is worn, it will have the appropriate patch and will be zipped up a minimum of one half of the way.

Articles such as wallets, watch chains, pins, jewelry, handkerchiefs, combs, cigarettes, pipe, sunglasses, and glasses cases will not be worn exposed on the uniform.

Watches, when worn, will be conservative.

The wearing of an identification bracelet is permitted provided it presents a neat and conservative appearance and does not exceed the width of a commercial wristwatch band. The material and configuration employed must not be able to subject the individual to potential injury.

Conservative sunglasses may be worn during the daylight hours, but can never be worn during guardmount formation.

OPTIONAL ITEMS OF WEAR - UNIFORMS

A black turtleneck or Dickie may be worn as an undergarment with either uniform shirt, and no tie will be required. If the Officer wears a long sleeved turtleneck, it will be worn with the long sleeve shirt only. Individual purchase.

A sweater, navy color, Commando style, V-neck, with badge holder and Company patch may be worn as an inner or outer garment over the issued shirt. A necktie is optional. If worn as an outer garment, the badge and patch will be displayed on the sweater. Individual purchase.

A black watch cap may be worn during cold weather. This cap will be worn as specified in the Security Procedures Manual. Individual purchase.

Section 2 Equipment

Black Leather Holster (9mm)

Key Holder Ammunition Pouch Belt Keepers (4) Belt with issued buckle

Handcuff case w/handcuffs (and key)

Flashlight Holder (Flashlight during hours of darkness)

AF Plant 42 Police Badge (1)

Whistle

Current AF Form 523

9mm pistol w/45 rounds in three (3) clips

Radio

Ear Plugs (or other approved ear protection)

Foul Weather Gear

Valid California Drivers License

AF Plant 42 Operators Permit

Issued Baseball style hat

OPTIONAL ITEMS OF WEAR - EQUIPMENT

Alternate authorized holster – SSIII Security Holster as approved by the Chief, Contract Security Forces – Individual Purchase.

Equipment, Nylon Gear.

Officers may purchase and wear nylon gear. This gear must be setcomplete and will include a nylon SSIII Security Holster as approved by the Chief, Contract Security Forces.

Section 3 Appearance

BEARDS - Beards will not be worn except for health reasons as approved by a certified medical physician. Beards will be authorized by the AF Plant 42 O&M Contractors Contract/Program Manager, if required. If approved, the employee must maintain the facial hair not to exceed ½ inch in length.

The Company will monitor the progress of treatment to control these waivers.

COSMETICS – Will only be worn by female employees. They will be conservative and in good taste.

EARRINGS – Will only be worn by female employees. They must be conservative and in good taste. Earring must fit tightly without extending below the earlobe, and only one (1) earring per earlobe is allowed.

NECKLACES – Must be concealed under the collar or undershirt.

NAIL POLISH – Will only be worn by female employees. It will be conservative, in good taste, and only a single color.

HAIR – Will be clean, well groomed, and neat. If the hair is dyed, it will look natural. Hair will not contain excessive amount of grooming aids.

It will not touch the eyebrows when groomed or protrude below the front band of hat. Hair may be visible in the front of the female's hat.

Wigs and Hairpieces will be in conformance with the same standards required for natural hair, will be of good quality, and fit properly. Wigs and Hairpieces will not be worn over a natural head of hair.

HAIR STYLE/MEN – Hair will have a neat appearance on both sides and back, both with and without a hat. Block cuts are permitted. Hair will not exceed 1½ inches in bulk, and not exceed ½ inch bulk at the termination point on the sides and rear of the head. Hairstyle may touch the ears however, it will not extend in bulk or length over the top of the ear. Only closely cut or shaved hair may touch the collar. Hairstyle will not contain nor have any visible foreign items attached to it.

HAIR STYLE/WOMEN – Hair will be styled to present a professional appearance. Plain and conservative pins, combs, headbands, and barrettes similar to the individual's hair color are permitted to keep hair in place.

Hair will not extend in length on all sides below the bottom edge of the shirt collar at the back of the neck. Hair will not exceed 4 inches in bulk or prevent proper wear of hat. Hair will not include any hair ornament such as ribbons or jeweled pins.

HAIRSTYLE/ALL - It will not be worn in extreme or fad style, or in such a way that it exceeds length or bulk standards, or violates safety requirements.

MUSTACHES – Will not extend downward beyond the corners of the mouth or extend sideways beyond the laugh line of the face.

SIDEBURNS – Will be neatly trimmed and tapered in the same manner of the haircut. Sideburns will be straight and even (not flared). Sideburns will end in a clean shaven horizontal line. They will not extend below the lowest part of the ear.

Section 4 Physical Fitness

All employees are required to have a physical examination to determine whether or not they meet the minimum physical criteria set forth in the Performance Work Statement (PWS). It will be necessary for each employee to meet the minimum requirements set forth in this Collective Bargaining Agreement.

Every employee will be provided a physical examination biennially on their employment anniversary date, provided the person is not on vacation or leave of absence. It will be necessary for each employee to meet the minimum requirements set forth in the CBA. Should the employee not pass the biennial examination, they will be given sixty (60) days to correct the noted deficiencies at which time, they will be re-examined.

All employees will meet the Weight Standards as prescribed in Article XV. Any employee not meeting the weight standards will have the option, at their own expense, to join a private weight loss program or a doctor supervised weight loss program. Once joined and approved by the union and the company, this employee will be exempt from further discipline if they provide evidence of continuing the program and show improvement of weight loss to be checked monthly. If they fail to progress satisfactorily, they will be subject to disciplinary action as outlined in the Collective Bargaining Agreement.

P0000#	CLIN	SubCLIN/ Info SubLine	Date	CLIN Value	CLIN Obligation Amount	ACRN	Cumulative ACRN Total	Cumulative Contract Value Total	Cumulative Contract Obligation Total
P00001	0001		15-Jun-00	\$30,600.00	\$30,600.00	AA	\$30,600.00	\$30,600.00	\$30,600.00
P00002	0002	00201	31-Jul-00	\$5,690,509.00	\$1,456,231.00	AB	\$1,456,231.00	\$5,721,109.00	\$1,486,831.00
P00002	0002	00202	31-Jul-00		\$792,714.00	AC	\$792,714.00	\$5,721,109.00	\$2,279,545.00
P00002	0003	00301	31-Jul-00	\$2,706,173.00	\$696,464.00	AB	\$2,152,695.00	\$8,427,282.00	\$2,976,009.00
P00002	0003	00302	31-Jul-00		\$373,041.00	AC	\$1,165,755.00	\$8,427,282.00	\$3,349,050.00
P00002	0005	00501	31-Jul-00	\$810,000.00	\$329,633.00	AB	\$2,482,328.00	\$9,237,282.00	\$3,678,683.00
P00002	0006	00601	31-Jul-00	\$190,000.00	\$77,000.00	AB	\$2,559,328.00	\$9,427,282.00	\$3,755,683.00
P00002	0007	00701	31-Jul-00	\$240,754.00	\$95,148.00	AB	\$2,654,476.00	\$9,668,036.00	\$3,850,831.00
P00002	8000	00801	31-Jul-00	\$240,754.00	\$95,148.00	AB	\$2,749,624.00	\$9,908,790.00	\$3,945,979.00
P00003	0042		21-Sep-00	\$46,800.00	\$10,000.00	AD	\$10,000.00	\$9,955,590.00	\$3,955,979.00
P00004	0006	00601	21-Sep-00	\$0.00	\$75,230.00	AB	\$2,824,854.00	\$9,955,590.00	\$4,031,209.00
P00005			8-Nov-00	\$0.00	\$0.00			\$9,955,590.00	\$4,031,209.00
P00006	0043		29-Sep-00	\$1,600.00	\$1,600.00	AE	\$1,600.00	\$9,957,190.00	\$4,032,809.00
P00007	0005	00501	29-Sep-00	\$0.00	\$100,000.00	AB	\$2,924,854.00	\$9,957,190.00	\$4,132,809.00
P00008	0044		30-Oct-00	\$287,000.00	\$287,000.00	AF	\$287,000.00	\$10,244,190.00	\$4,419,809.00
P00009	0002	00203	22-Nov-00	\$0.00	\$1,170,000.00	AG	\$1,170,000.00	\$10,244,190.00	\$5,589,809.00
P00009	0003	00303	22-Nov-00	\$0.00	\$555,000.00	AG	\$1,725,000.00	\$10,244,190.00	\$6,144,809.00
P00009	0005	00502	22-Nov-00	\$0.00	\$47,575.00	AG	\$1,772,575.00	\$10,244,190.00	\$6,192,384.00
P00009	0007	00702	22-Nov-00	\$0.00	\$49,500.00	AG	\$1,822,075.00	\$10,244,190.00	\$6,241,884.00
P00009	8000	00802	22-Nov-00	\$0.00	\$49,500.00	AG	\$1,871,575.00	\$10,244,190.00	\$6,291,384.00
P00010	0003	00304	28-Nov-00	\$0.00	\$130,000.00	АН	\$130,000.00	\$10,244,190.00	\$6,421,384.00
P00011	0002	00203	22-Jan-01	\$0.00	\$2,271,564.00	AG	\$4,143,139.00	\$10,244,190.00	\$8,692,948.00
P00011	0003	00303	22-Jan-01	\$0.00	\$951,668.00	AG	\$5,094,807.00	\$10,244,190.00	\$9,644,616.00
P00011	0005	00502	22-Jan-01	\$0.00	\$332,792.00	AG	\$5,427,599.00	\$10,244,190.00	\$9,977,408.00
P00011	0006	00602	22-Jan-01	\$0.00	\$37,770.00	AG	\$5,465,369.00	\$10,244,190.00	\$10,015,178.00
P00011	0007	00702	22-Jan-01	\$0.00	\$96,106.00	AG	\$5,561,475.00	\$10,244,190.00	\$10,111,284.00

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P0000#	CLIN	SubCLIN/ Info SubLine	Date	CLIN Value	CLIN Obligation Amount	ACRN	Cumulative ACRN Total	Cumulative Contract Value Total	Cumulative Contract Obligation Total
P00011	8000	00802	22-Jan-01	\$0.00	\$96,106.00	AG	\$5,657,581.00	\$10,244,190.00	\$10,207,390.00
P00012			19-Mar-01		\$0.00		\$0.00	\$10,244,190.00	\$10,207,390.00
P00013	0040	004001	29-Mar-01	\$116,733.00	\$116,733.00	AJ	\$116,733.00	\$10,360,923.00	\$10,324,123.00
P00013	0040	004002	29-Mar-01	\$18,571.00	\$18,571.00	AK	\$18,571.00	\$10,379,494.00	\$10,342,694.00
P00014	0045		9-Apr-01	\$1,000.00	\$1,000.00	AM	\$1,000.00	\$10,380,494.00	\$10,343,694.00
P00015	0046		23-Apr-01	\$4,929.00	\$4,929.00	AL	\$4,929.00	\$10,385,423.00	\$10,348,623.00
P00016			20-Jun-01		\$0.00		\$0.00	\$10,385,423.00	\$10,348,623.00
P00017	0047			\$8,564.00	\$8,564.00	AP	\$8,564.00	\$10,393,987.00	\$10,357,187.00
P00018			29-Jun-00		\$0.00		\$0.00	\$10,393,987.00	\$10,357,187.00
P00019	0009		29-Jun-00	\$6,006,242.00				\$16,400,229.00	\$10,357,187.00
P00019	0009	000901	29-Jun-00		\$1,005,177.00	AN	\$1,005,177.00	\$16,400,229.00	\$11,362,364.00
P00019	0009	000902	29-Jun-00		\$1,697,632.00	AG	\$7,355,213.00	\$16,400,229.00	\$13,059,996.00
P00019	0010		29-Jun-00	\$2,955,600.00	\$1,355,143.00	AG	\$8,710,356.00	\$19,355,829.00	\$14,415,139.00
P00019	0011		29-Jun-00	\$810,000.00	\$374,896.00	AG	\$9,085,252.00	\$20,165,829.00	\$14,790,035.00
P00019	0012		29-Jun-00	\$190,000.00	\$90,626.00	AG	\$9,175,878.00	\$20,355,829.00	\$14,880,661.00
P00019	0013		29-Jun-00	\$262,310.00	\$120,269.00	AG	\$9,296,147.00	\$20,618,139.00	\$15,000,930.00
P00019	0014		29-Jun-00	\$262,310.00	\$120,269.00	AG	\$9,416,416.00	\$20,880,449.00	\$15,121,199.00
P00020	0039	0039AA	28-Sep-01	\$46,475.00	\$46,475.00	AP	\$55,039.00	\$20,926,924.00	\$15,167,674.00
P00021			6-Aug-01		\$0.00			\$20,926,924.00	\$15,167,674.00
P00022	0042		26-Jul-01		\$15,000.00	AQ	\$15,000.00	\$20,926,924.00	\$15,182,674.00
P00024	0009	000902	24-Sep-01		\$400,000.00	AG	\$9,816,416.00	\$20,926,924.00	\$15,582,674.00
P00024	0010		24-Sep-01		\$125,000.00	AG	\$9,941,416.00	\$20,926,924.00	\$15,707,674.00
P00024	0011		24-Sep-01		\$239,695.00	AG	\$10,181,111.00	\$20,926,924.00	\$15,947,369.00
P00024	0012	001201	24-Sep-01		\$55,000.00	AG	\$10,236,111.00	\$20,926,924.00	\$16,002,369.00
P00024	0012	001202	24-Sep-01		\$9,321.00	AR	\$9,321.00	\$20,926,924.00	\$16,011,690.00
P00024	0013		24-Sep-01		\$11,000.00	AG	\$10,247,111.00	\$20,926,924.00	\$16,022,690.00

P0000#	CLIN	SubCLIN/ Info SubLine	Date	CLIN Value	CLIN Obligation Amount	ACRN	Cumulative ACRN Total	Cumulative Contract Value Total	Cumulative Contract Obligation Total
P00024	0014		24-Sep-01		\$11,000.00	AG	\$10,258,111.00	\$20,926,924.00	\$16,033,690.00
P00025	0048		27-Sep-01	\$319,686.00	\$319,686.00	AK	\$338,257.00	\$21,246,610.00	\$16,353,376.00
P00026	0011		28-Sep-01		\$11,000.00	AG	\$10,269,111.00	\$21,246,610.00	\$16,364,376.00
P00027			12-Oct-01		\$0.00			\$21,246,610.00	\$16,364,376.00
P00028	0009	000902	6-Nov-01	\$1,171,737.00	\$142,031.00	AG	\$10,411,142.00	\$22,418,347.00	\$16,506,407.00
P00028	0010		6-Nov-01	\$30,008.00	(\$130,484.00)	AG	\$10,280,658.00	\$22,448,355.00	\$16,375,923.00
P00028	0011		6-Nov-01		\$0.00	AG	\$10,280,658.00	\$22,448,355.00	\$16,375,923.00
P00028	0012	001201	6-Nov-01		\$11,313.00	AG	\$10,291,971.00	\$22,448,355.00	\$16,387,236.00
P00028	0013		6-Nov-01	\$2,788.00	(\$11,430.00)	AG	\$10,280,541.00	\$22,451,143.00	\$16,375,806.00
P00028	0014		6-Nov-01	\$2,788.00	(\$11,430.00)	AG	\$10,269,111.00	\$22,453,931.00	\$16,364,376.00
P00030	0002	000203	29-Nov-01	(\$14,281.00)	(\$14,281.00)	AG	\$10,254,830.00	\$22,439,650.00	\$16,350,095.00
P00030	0009	000903	29-Nov-01		\$539,000.00	AS	\$539,000.00	\$22,439,650.00	\$16,889,095.00
P00030	0010		29-Nov-01		(\$1,349,659.00)	AG	\$8,905,171.00	\$22,439,650.00	\$15,539,436.00
P00030	0010	001001	29-Nov-01		\$1,349,659.00	AG	\$10,254,830.00	\$22,439,650.00	\$16,889,095.00
P00030	0010	001002	29-Nov-01		\$224,000.00	AS	\$763,000.00	\$22,439,650.00	\$17,113,095.00
P00030	0011		29-Nov-01		(\$625,591.00)	AG	\$9,629,239.00	\$22,439,650.00	\$16,487,504.00
P00030	0011	001101	29-Nov-01		\$625,591.00	AG	\$10,254,830.00	\$22,439,650.00	\$17,113,095.00
P00030	0011	001102	29-Nov-01		\$104,741.00	AS	\$867,741.00	\$22,439,650.00	\$17,217,836.00
P00030	0012	001201	29-Nov-01		\$14,281.00	AG	\$10,269,111.00	\$22,439,650.00	\$17,232,117.00
P00030	0012	001203	29-Nov-01		\$9,459.00	AS	\$877,200.00	\$22,439,650.00	\$17,241,576.00
P00030	0013		29-Nov-01		(\$119,839.00)	AG	\$10,149,272.00	\$22,439,650.00	\$17,121,737.00
P00030	0013	001301	29-Nov-01		\$119,839.00	AG	\$10,269,111.00	\$22,439,650.00	\$17,241,576.00
P00030	0013	001302	29-Nov-01		\$19,900.00	AS	\$897,100.00	\$22,439,650.00	\$17,261,476.00
P00030	0014		29-Nov-01		(\$119,839.00)	AG	\$10,149,272.00	\$22,439,650.00	\$17,141,637.00
P00030	0014	001401	29-Nov-01		\$119,839.00	AG	10,269,111.00	\$22,439,650.00	\$17,261,476.00
P00030	0014	001402	29-Nov-01		\$19,900.00	AS	917,000.00	\$22,439,650.00	\$17,281,376.00

P0000#	CLIN	SubCLIN/ Info SubLine	Date	CLIN Value	CLIN Obligation Amount	ACRN	Cumulative ACRN Total	Cumulative Contract Value Total	Cumulative Contract Obligation Total
P00031	0009	000903	8-Jan-02		\$653,359.00	AS	1,570,359.00	\$22,439,650.00	\$17,934,735.00
P00031	0010	001002	8-Jan-02		\$277,112.00	AS	1,847,471.00	\$22,439,650.00	\$18,211,847.00
P00031	0011	001102	8-Jan-02		\$79,668.00	AS	1,927,139.00	\$22,439,650.00	\$18,291,515.00
P0031	0012	001201	8-Jan-02		(\$112,473.00)	AG	10,156,638.00	\$22,439,650.00	\$18,179,042.00
P00031	0012	001203	8-Jan-02		\$112,473.00	AS	2,039,612.00	\$22,439,650.00	\$18,291,515.00
P00031	0013	001302	8-Jan-02		\$23,694.00	AS	2,063,306.00	\$22,439,650.00	\$18,315,209.00
P00031	0014	001402	8-Jan-02		\$23,694.00	AS	2,087,000.00	\$22,439,650.00	\$18,338,903.00
P00031	0049	004901	8-Jan-02	\$112,473.00	\$112,473.00	AG	10,269,111.00	\$22,552,123.00	\$18,451,376.00
P00031	0049	004902	8-Jan-02	\$20,000.00	\$20,000.00	AS	2,107,000.00	\$22,572,123.00	\$18,471,376.00
P00023	0051		25-Jan-02	\$532,000.00	\$532,000.00	AU	532,000.00	\$23,104,123.00	\$19,003,376.00
P00032	0050		6-Feb-02	\$7,000.00	\$7,000.00	AT	7,000.00	\$23,111,123.00	\$19,010,376.00
P00033	0009	000903	13-Feb-02		\$1,832,997.00	AS	\$3,919,997.00	\$23,111,123.00	\$20,843,373.00
P00033	0010	001002	13-Feb-02		\$627,200.00	AS	\$4,547,197.00	\$23,111,123.00	\$21,470,573.00
P00033	0010	001003	13-Feb-02		\$130,000.00	AW	130,000.00	\$23,111,123.00	\$21,600,573.00
P00033	0011	001102	13-Feb-02	\$223,178.00	\$223,178.00	AS	\$4,770,375.00	\$23,334,301.00	\$21,823,751.00
P00033	0012	001202	13-Feb-02		(\$9,321.00)	AR	\$0.00	\$23,334,301.00	\$21,814,430.00
P00033	0012	001203	13-Feb-02		\$9,321.00	AS	\$4,779,696.00	\$23,334,301.00	\$21,823,751.00
P00033	0013	001302	13-Feb-02		\$68,125.00	AS	\$4,847,821.00	\$23,334,301.00	\$21,891,876.00
P00033	0014	001402	13-Feb-02		\$68,125.00	AS	\$4,915,946.00	\$23,334,301.00	\$21,960,001.00
P00033	0049	004902	13-Feb-02	(\$6,946.00)	(\$6,946.00)	AS	\$4,909,000.00	\$23,327,355.00	\$21,953,055.00
P00033	0052	005201	13-Feb-02	\$73,761.00	\$73,761.00	AV	\$73,761.00	\$23,401,116.00	\$22,026,816.00
P00033	0052	005202	13-Feb-02	\$9,321.00	\$9,321.00	AR	9,321.00	\$23,410,437.00	\$22,036,137.00
P00034	0053	005301	29-Mar-02	\$356,146.00	\$356,146.00	AK	694,403.00	\$23,766,583.00	\$22,392,283.00
P00034	0053	005302	29-Mar-02	\$30,969.00	\$30,969.00	AX	30,969.00	\$23,797,552.00	\$22,423,252.00
P00035	0009	000903	25-Apr-02		\$907,783.00	AS	\$5,816,783.00	\$23,797,552.00	\$23,331,035.00
P00035	0010	001002	25-Apr-02		\$377,637.00	AS	\$6,194,420.00	\$23,797,552.00	\$23,708,672.00

Funding Recapitulation by ACRN 6/21/02

P0000#	CLIN	SubCLIN/ Info SubLine	Date	CLIN Value	CLIN Obligation Amount	ACRN	Cumulative ACRN Total	Cumulative Contract Value Total	Cumulative Contract Obligation Total
P00035	0013	001302	25-Apr-02		\$33,540.00	AS	\$6,227,960.00	\$23,797,552.00	\$23,742,212.00
P00035	0014	001402	25-Apr-02		\$33,540.00	AS	\$6,261,500.00	\$23,797,552.00	\$23,775,752.00
P00035	0052	005201	25-Apr-02	\$25,835.00	\$25,835.00	AV	99,596.00	\$23,823,387.00	\$23,801,587.00
P00036	Admin- Fix	Fund Cite	25-Apr-02					\$23,823,387.00	\$23,801,587.00
P00037	0012	001201	5/31/2002		\$6,496.00	AG	\$10,275,607.00	\$23,823,387.00	\$23,808,083.00
P00037	0012	001203	5/31/2002		(\$6,946.00)	AS	\$6,254,554.00	\$23,823,387.00	\$23,801,137.00
P00037	0012	001203	5/31/2002		\$450.00	AS	\$6,255,004.00	\$23,823,387.00	\$23,801,587.00
P00037	0049	004901	5/31/2002		(\$6,496.00)	AG	10,269,111.00	\$23,823,387.00	\$23,795,091.00
P00037	4902	004902	5/31/2002	\$450.00	\$6,946.00	AS	6,261,950.00	\$23,823,837.00	\$23,802,037.00
P00040	0015	001501		\$5,973,639.00	\$526,371.00	AS	\$6,788,321.00	\$29,797,476.00	\$24,328,408.00
P00040	0015	001502			\$789,995.00	AZ	\$789,995.00	\$29,797,476.00	\$25,118,403.00
P00040	0016	001601		\$2,962,830.00	\$329,111.00	AS	\$7,117,432.00	\$32,760,306.00	\$25,447,514.00
P00040	0016	001602			\$323,889.00	AZ	1,113,884.00	\$32,760,306.00	\$25,771,403.00
P00040	0017			\$810,000.00	\$432,793.00	AS	\$7,550,225.00	\$33,570,306.00	\$26,204,196.00
P00040	0018			\$190,000.00	\$95,000.00	AS	\$7,645,225.00	\$33,760,306.00	\$26,299,196.00
P00040	0049	004902		(\$20,000.00)	(\$20,000.00)	AS	7,625,225.00	\$33,740,306.00	\$26,279,196.00